

When recorded mail to:
Western Title Company, LLC
5390 Kietzke Lane #101
Reno, Nevada 89511

**AFFIRMATION PURSUANT TO
NRS 111.312(1)(2) AND 239B.030(4)**

Pursuant to NRS 239B.030, the undersigned, hereby affirm(s) that the below document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

NOTICE OF TRUSTEE'S SALE FCL 55444

AND UNIFIED SALE (UCC)

WHEREAS, *Northern Nevada Bank* was the owner and holder of an obligation secured by that certain Deed of Trust dated May 17, 2004 ("**Deed of Trust**"), executed by *The Holder Group Sharkey's LLC*, a Nevada limited liability company ("**Trustor**"), recorded May 17, 2004, as Document No. 613462 of Official Records in the Office of the County Recorder of Douglas County, State of Nevada; as modified by various documents from time to time recorded in the Official Records in the Office of the County Recorder of Douglas County, State of Nevada; as such interests of Northern Nevada Bank were succeeded to by merger of Northern Nevada Bank with Nevada Security Bank on or about November 6, 2006; as such interests of Nevada Security Bank were succeeded to by the Federal Deposit Insurance Corporation as receiver for Nevada Security Bank; as assigned by an Assignment of Beneficial Interest under said Deed of Trust to *Umpqua Bank*, recorded August 20, 2012 as Document No. 807662, Official Records in the Office of the County Recorder of Douglas County, State of Nevada; as assigned by an Assignment of Beneficial Interest to *See Horse I, LLC*, a Nevada limited liability company (hereinafter "**Beneficiary**") recorded on November 14, 2012, as Document No. 812833 and re-recorded as Document No. 812955 on November 16, 2012, Official Records in the Office of the County Recorder of Douglas County, State of Nevada, securing, among other obligations, an original Promissory Note dated May 17, 2004, as modified by, among other things, a Change in Terms Agreement dated August 5, 2011, in the original principal sum of \$3,650,000.00 ("**A Stream**"), plus an additional amount due and owing in the amount of \$146,765.54 ("**B Stream**"), together with any protective advances made or which may be made by BENEFICIARY to protect the collateral (collectively the "**Promissory Note**"); and

WHEREAS, default has been made by said Trustor in the payment of the debt evidenced by the Promissory Note for which the Deed of Trust is security, and Beneficiary, did cause Notice of Default and Election to Sell under the Deed of Trust to be recorded on January 4, 2013, as Document No. 815742, Official Records in the Office of the County Recorder of Douglas County, State of Nevada ("**Notice of Default and Election to Sell**"); and

WHEREAS, pursuant to the First Amendment to Debtor's First Amended Plan of Reorganization, and orders of the United States Bankruptcy Court for the District of Nevada in Case No. 13-50844, the Notice of Default and Election to Sell remains in full force and effect and Beneficiary may immediately proceed to record a Notice of Sale as contemplated by NRS 107.080(4) and exercise rights of foreclosure in the event of default by Trustor, without further court order or approval;

WHEREAS, Beneficiary, has made demand upon the Trustee to proceed to sell the land and premises described in the Deed of Trust; and

NOW, THEREFORE, pursuant to such demand and in accordance with the terms and under the authority of the Deed of Trust, **WESTERN TITLE COMPANY as Trustee, does hereby give notice that on the 4th day of December, 2014, at the hour of 1:00 o'clock pm, at the steps of the Douglas County Courthouse, located at 1038 Buckeye Rd., Minden, Nevada, WESTERN TITLE COMPANY of Reno, Nevada, by reason of now continuing default in the payment or performance of obligations secured by said Deed of Trust, including the breach or default, will sell at public auction to the highest bidder for lawful money of the United States of America, all right, title and interest now held by it under said Deed of Trust in the property situate in the County of Douglas, State of Nevada, more particularly described as follows:**

PARCEL 1:

Being a portion of the Southwest 1/4 of Section 33, Township 13 North, Range 20 East, M.D.B.M. more particularly described as follows:

Beginning at the Gardnerville Town Monument, located at the intersection of Main and School Streets; proceed South 89°43' West, 42.33 feet, to a point; thence South 45°35' West, 8.49 feet, to a point on the South right-of-way line of Main Street and the West right-of-way line of School Street; thence North 45°10' West, 116.50 feet, to the TRUE POINT OF BEGINNING, which is the Northeast corner of the parcel; thence South 44°35' West, 181.52 feet, to the Southeast corner; thence North 45°10' West, 91.50 feet, to the Southwest corner; thence North 44°35' East, 181.52 feet, to the Northwest corner; thence South 45°10' East, along the South right-of-way line of Main Street, 91.50 feet to the TRUE POINT OF BEGINNING.

Being the same lands, intended to be described as Parcel No. 2 of the Order Confirming Sale, recorded July 2, 1953, in Book A-1 of Deeds at Page 459, Douglas County, Nevada, records.

PARCEL 2:

BEGINNING at a point that marks the intersection of the Southerly line of Main Street and the Westerly line of School Street in the Town of Gardnerville, Nevada, which point bears South 89°43' West, 42.33 feet from the intersection of the center lines of said Main and School Streets; thence North 45°10' West, along the Southerly line of said Main Street

118 feet, more or less to the Easterly boundary of the parcel conveyed to Mitchell P. Oxoby by the deed recorded June 3, 1953, in Book A-1, Page 463; thence South 44°35' West along the Easterly boundary of said Oxoby parcel, a distance of 110 feet more or less; thence South 45°10' East along the Northerly boundary of that parcel conveyed to H.S. Rosenbrock, by Deed recorded April 7, 1949, in Book Y, Page 572, a distance of 118 feet more or less; thence North 44°35' East, a distance of 110 feet more or less to the Point of Beginning.

EXCEPTING THEREFROM all that portion conveyed to the State of Nevada for Highway purposes.

PARCEL 3:

COMMENCING at a point that marks the intersection of the Southerly line of Main Street and the Westerly line of School Street (now Gilman Avenue) which point bears South 89°43" West 42.33 feet from the intersection of the center line of said Main and School Street; thence Southwesterly along the Northwesterly side of School Street (Gilman Avenue), a distance of 191 feet more or less to a point on the Southerly boundary of that Parcel conveyed to H.S. Rosenbrock by Deed recorded April 7, 1949, in Book Y, Page 572, and this being the True Point of Beginning; thence continuing along the Northwesterly side of School Street (Gilman) a distance of 100 feet more or less to a point on the Northerly boundary of that Parcel conveyed to Henry W. Atchison and Wife, recorded May 5, 1930, in Book T, Page 115; thence in a Northwesterly direction along the Northerly boundary of said Atchison Parcel a distance of 200 feet more or less; thence at right angles in a Northeasterly direction and parallel with the Northwesterly line of School Street (Gilman) a distance of 100 feet, more or less, to a point on the Southerly boundary of that Parcel conveyed to Mitchell P. Oxoby, by Deed recorded June 3, 1953, in Book A-1, Page 463; thence at right angles in a Southeasterly direction and along the Southerly boundary of said Oxoby Parcel and said Rosenbrock Parcels a distance of 200 feet, more or less, to the Point of Beginning.

TOGETHER WITH a perpetual easement and right of way for ingress and egress as described in deed recorded December 28, 1965, in Book 36, Page 704, as File No. 30515.

PARCEL 4:

Being a portion of the Southwest 1/4 of Section 33, Township 13 North, Range 20 East, M.D.B.M. more particularly described as follows:

(A) Commencing at the intersection of the most Southerly line of Maine Street with the most Easterly line of School Street (now Gilman Avenue) in the Town of Gardnerville, Douglas County, Nevada; thence Southeasterly along the Southerly line of Main Street a

distance of 51.4 feet more or less to the Westerly line of the property formerly owned by Martha Heitman; thence Southwesterly along the Westerly line of said property 70 feet more or less; thence Northwesterly and parallel to the most Southerly line of Main Street 51.4 feet more or less to the most Easterly line of School Street (now Gilman Avenue); thence Northeasterly along the most Easterly line of School Street (now Gilman Avenue) 70 feet more or less to the point of beginning.

- (B) Commencing at a point on the most Easterly line of School Street (now Gilman Avenue) 70 feet Southwesterly from the intersection of the most Easterly line of School Street (now Gilman Ave) and most Southerly line of Main Street; thence Southeasterly and parallel with the most Southerly line of Main Street, 51.4 feet more or less; thence Southwesterly and parallel with the most Easterly line of School Street (now Gilman Avenue) 3 feet more or less; thence Northwesterly 51.8 feet more or less to the point of beginning, and

Commencing at a point on the Easterly line of Gilman Avenue (formerly School Street) 151 1/2 feet Northeasterly from the intersection of the Northerly line of Douglas Avenue (formerly Minnie Street) to the Point of Beginning. Said point being also the Northeasterly corner of the certain parcel of land described in Deed dated March 24, 1929, executed by C.M. Krummes in favor of John A. Shaughnessy, recorded in Book V, Page 168, Deed Records, Douglas County, Nevada; thence Northeasterly along the Easterly line said Gilman Avenue, a distance of 160 feet more or less to the Northwesterly corner of that certain parcel conveyed to Charles B. Donaldson and wife, in Deed recorded December 13, 1952, in Book Z, page 354, Deed Records of Douglas County, Nevada; thence Southeasterly a distance of 51.8 feet more or less; thence Northeasterly 3 feet to the Northwesterly corner of the certain Deed from the Estate of Herman Lampe to Charles C. Meneley, Sr. and wife, recorded November 20, 1964, in Book W, Page 164, Deed Records of Douglas County, Nevada; thence continuing Southeasterly and parallel to Main Street (U.S. Highway 395) along the Southwesterly line of said Meneley Parcel a distance of 30 feet more or less to the center line of Jepsen Ditch; thence Southerly along the center line of said Jepsen Ditch a distance of 33 feet to a point adjoining the Granke property; thence Southwesterly 140 feet more or less to the Lillian Logan property; thence Northwesterly 108.6 feet more or less to the Easterly line of Gilman Avenue and the Point of Beginning.

PARCEL 5:

Being a portion of the Southwest 1/4 of Section 33, Township 13 North, Range 20 East, M.D.B.M. more particularly described as follows:

Commencing on the West side of Main Street (formerly known as the County Road) at a point where the dividing line of the land belonging to C.H. Krumes, and the first parties land intersects with said Main Street,

thence Southerly along the West side of Main Street, thirty (30) feet, thence Westerly at a right angle with said Main Street, seventy-three (73) feet; thence Northerly thirty (30) feet to the dividing line between said Krumes and first parties land, thence along said dividing line Easterly seventy-three (73) feet to the place of beginning.

PARCEL 6:

COMMENCING at a point on the Southerly side of Main Street in the Town of Gardnerville, 80 feet Southeasterly from the Southeast corner of Main and School Streets, the place of beginning; thence Southeasterly 36.2 feet; thence Southwesterly 91 feet to the East bank of the Jepsen Ditch; thence Northerly along said East bank of said Jepsen Ditch 40.4 feet to the Southeast corner of the Herman Lampe Lot; thence in a Northeasterly direction along the Southeasterly line of the said Herman Lampe Lot, 73 feet to the place of beginning.

PARCEL 7:

Beginning at a point in the town of Gardnerville, County of Douglas, State of Nevada, which is South 45°10' East, 117.2 feet from the Southwest corner of Main and School Streets and parallel in distance 8 feet 11 inches from the Southerly side of Douglas County Farmers' Bank Building; thence South 44°28' West, 96.3 feet along the Bank property line; thence North 45°10' West, 8 feet 11 inches; thence South 44°28' West, 35.4 feet; thence South 45°10' East, 58 feet 11 inches; thence North 44°28' East, 131.7 feet to Main Street; thence North 45°10' West, 50 feet along Main Street to point of Beginning.

TOGETHER WITH all the improvements thereon and all and singular the tenements, hereditaments and appurtenances thereto belonging or appertaining, including without limitation entitlements, will serve commitments, water and water rights, and rights of way, if any, which are used on or is in anywise appurtenant to aforesaid premises, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

As of September 30, 2014, the current outstanding balance on the Promissory Note is \$3,836,766.60, which is owed together with interest, late charges, advances, interest on advances, foreclosure fees and costs, and other expenses or costs not herein disclosed. The opening bid amount may be more or less than the outstanding balance indicated.

The undersigned disclaims any liability for the accuracy of the above-referenced assessor's parcel number or principal balance. Verification of such information can be requested during normal business hours at the office of the Trustee, whose address is: 5390 Kietzke Lane, Suite 101, Reno, Nevada 89521, Telephone No. (775) 850-7176.

ADDITIONALLY, pursuant to the Nevada Uniform Commercial Code, the Trustee, for the benefit of the Beneficiary, as the secured party, shall cause the personal property collateral

and rights described in said Deed of Trust in which the Beneficiary was granted a lien and security interest pursuant to said Deed of Trust or pursuant to any other security agreement in which the Beneficiary was granted a lien and security interest in personal property collateral of Trustor, (including, without limitation, the personal property general described as follows:

1. DEFINITIONS. As used in this Collateral description, the following words have the meanings stated below:

1.1 Grantor and Debtor. The word "Grantor" also includes the Debtor named in any related UCC Financing Statement and the Trustor herein.

1.2 Real Property. The term "Real Property" means the property at 1140 US Highway 395 S, Gardnerville NV 89410

1.3 Improvements. The word "Improvements" means all buildings, structures, fixtures and other improvements of every kind and nature now or hereafter located on or about the Real Property.

1.4 Premises. The word "Premises" means the Real Property and the Improvements.

2. PERSONAL PROPERTY. All personal property, except personal property owned by tenants occupying the Improvements, and all fixtures of every kind and nature now owned and/or hereafter acquired and situated upon and/or used in connection with the operation, ownership, use or enjoyment of the Premises including, without limitation, the following:

2.1 All accounts, chattel paper, contracts for sale, deposit accounts, documents, documents of title, contract rights, general intangibles, payment intangibles, letters of credit, goods, Instruments and assumed business names of Grantor relating to the Premises;

2.2 All equipment, slot machines, gaming devices, inventory, furnishings, appliances, machinery, tools, building materials, supplies, maintenance or service equipment and other raw materials or supplies, component parts and work in process relating to the Premises;

2.3 All warranties, licenses, franchises, plans, as-built plans, approvals, permits, drawings, specifications and construction contracts relating to the Premises or Grantor's business operations on the Premises;

2.4 All commercial tort claims with respect to the Premises and other legal and equitable claims, judgments and awards now or hereafter accruing to the benefit of Grantor and/or the Premises;

2.5 All bonding, construction, development, financing, guaranty, indemnity, maintenance, management, service, supply and warranty agreements, commitments, contracts, subcontracts, reports, studies, agreements; insurance policies and bonds relating to the Premises;

2.6 All deposits, reserves, prepayments, deferred payments, rebates, refunds and returns of money or property paid to or deposited with any governmental body, agency or authority, any public or private utility, district or company, insurance companies, or any other person in connection with the Premises.

3. INCOME FROM OPERATIONS. All leases, rental agreements, income, Room rates, revenues, rents, issues, profits, accounts, accounts receivable,

security deposits, rent deposits, general intangibles, contract rights or any other revenues related to the Premises or generated from operations conducted on the Premises, whether now or hereafter existing and whether characterized as being derived from real or personal property, including, without limitation, income from inventory sales, tenant or Quest occupancy of the Premises, personal service, amenities, concessions, vendors, food and bar services.; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds)

ALL EQUIPMENT, SLOT MACHINES, GAMING DEVICES, FIXTURES AND PERSONAL PROPERTY; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and other accounts proceeds). Including rights, title and interest in the following: A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases). B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Defendant may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

to be sold in connection with, and at the same time and place as, the real property described herein, in a unified sale. Alternatively, the Beneficiary may direct the trustee to, and the trustee may, sell such personal property collateral pursuant to the Nevada Uniform Commercial Code before or after the sale of the real property subject to said Deed of Trust, on such date and at such time and place noticed. The street address and other common designation, if any, of the location of the personal property described above is purported to be at the premises known as Sharkey's Nugget, located at: 1140 U.S. Highway 395, Gardnerville Nevada, 89410; 1423 U.S. Highway 395, Gardnerville Nevada, 89410; 1440 U.S. Highway 395, Gardnerville Nevada, 89410; 1217 Gilman Ave., Gardnerville Nevada, 89410; 1222 Gilman Ave., Gardnerville Nevada, 89410.

The sale will be made as-is without covenant, or warranty, express or implied, regarding title, possession, or encumbrances. Beneficiary is unable to validate the condition, defects or disclosure issues of said property and Buyer shall waive the disclosure requirements under NRS 113.130 by purchasing at this sale.

DATED: This 7TH day of NOVEMBER 2014.

WESTERN TITLE COMPANY, LLC,
a Nevada limited liability company

By [Signature]
Joy M. Taghiof, Foreclosure Officer

STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)


On the 7 day of November, 2014, before me, a notary public in and for said State, personally appeared JOY M. TAGHIOF personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC

406240

 **BARBARA DAVIS**
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 97-4559-2 - Expires July 13, 2015

 **BARBARA DAVIS**
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 97-4559-2 - Expires July 13, 2015