

FCL 55444
APN: 1320-33-401-15, 16, 18, 29, 30, 31 and 32

DOUGLAS COUNTY, NV
RPTT:\$1950.00 Rec:\$22.00
\$1,972.00 Pgs=9 2014-853762
12/04/2014 03:25 PM
WESTERN TITLE COMPANY
KAREN ELLISON, RECORDER

Recording Requested By:

Western Title Company
5390 Kietzke Lane, Ste. 101
Reno, NV 89511

**When Recorded Mail to and
Mail Tax Statements to Owner:**

SEE HORSE 1, LLC
1201 THIRD AVE STE 3200
SEATTLE WA 89505

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

TRUSTEE'S DEED UPON SALE

THIS INDENTURE is made this 4 day of December, 2014, by and between WESTERN TITLE COMPANY, LLC a Nevada limited liability company (hereinafter "Trustee"), as the duly appointed Trustee or substituted Trustee under the Deed of Trust (defined below), and *See Horse I, LLC*, a Nevada limited liability company, as Successor Beneficiary (hereinafter collectively "Grantee").

WITNESSETH:

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***");

WHEREAS, breach and default occurred by Trustor in the payment of the debt evidenced by the promissory notes for which the Deed of Trust is security;

WHEREAS, Beneficiary did execute and cause to be delivered a Notice of Default and Election to Sell under the Deed of Trust, which was recorded on January 4, 2013, as Document No. 815742, Official Records in the Office of the County Recorder of Douglas, State of Nevada; and

WHEREAS, after the lapse of three (3) months, Trustee executed its Notice of Trustee's Sale on November 7, 2014, recorded as Document No. 852257, Official Records in the Office of the County Recorder of Douglas, State of Nevada, stating that Trustee, by virtue of the authority in it vested and pursuant to demand, would sell at public auction to the highest bidder for cash, in lawful money of the United States of America, the property particularly therein and hereinafter described, said property being in the County of Douglas, State of Nevada, and fixing the date and time of sale as December 4, 2014 at the hour of 1:00 o'clock p.m., at the steps of the entrance of the Douglas County Courthouse, located at 1038 Buckeye Rd., Minden, Nevada and caused a copy of said Notice to be posted for not less than twenty (20) days before the date of sale therein fixed, in a public place in the City of Gardnerville where said property was to be sold (Douglas County Courthouse) and said Trustee caused a copy of said Notice to be published once a week for three successive weeks before the date of sale in The Recorder-Courier, a newspaper of general circulation printed and published in the County in which said real property is situated, the dates of said publication being November 9, 2014 – November 23, 2014; and,

WHEREAS, copies of said recorded Notice of Default and said Notice of Sale were mailed to all those who were entitled thereto in accordance with Section 107.090 of the Nevada Revised Statutes; and

WHEREAS, all applicable statutory provisions of the State of Nevada and all of the provisions of said Deed of Trust have been complied with as to acts to be performed and notices to be given; and

WHEREAS, at the time and place fixed as aforesaid, Trustee did sell at public auction, the property hereinafter described, to Grantee, the highest bidder, for the sum of \$ 500,000.00 paid in lawful money of the United States of America for the partial satisfaction of the indebtedness then secured by the Deed of Trust, pro tanto and without waiving the rights of Grantee, if any, under NRS 40.451 thru 40.459.

NOW, THEREFORE, Trustee in consideration of the premises recited and by virtue of the authority vested in it by the Deed of Trust, does, by these presents, GRANT AND CONVEY unto Grantee, but without any covenant or warranty, express or implied, all that certain property situate in the County of Douglas, State of Nevada, being 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. The above parcels being previously described in document recorded 1/2/02, Document #531471

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.

ADDITIONALLY, notice is hereby given that pursuant to the Nevada Uniform Commercial Code, the Beneficiary, as the secured party, caused the personal property collateral described in said Deed of Trust in which the Beneficiary was granted a lien and security interest under the Uniform Commercial Code to be sold at public auction, to Grantee, the highest bidder, for the sum of \$ 100,000.00 paid in lawful money of the United States of America for the partial satisfaction of the indebtedness then secured by the 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, 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, plats, 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).

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.

TOGETHER WITH all the buildings, improvements and fixtures 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 ditch rights and rights of way, if any, which are used on or is in anywise appurtenant to aforesaid premises, and the revisions and reversions, remainder and remainders, rents, issues and profits thereof.

IN WITNESS WHEREOF, the Trustee has caused this Trustee's Deed Upon Sale to be executed the day and year first written above.

WESTERN TITLE COMPANY, LLC
a Nevada limited liability company

By 
Jon M. Tabor, Foreclosure Officer



STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

On the 4TH day of December 2014, before me, a notary public in and for said State, personally appeared JOHN W. TAGHER personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/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:
 KRISTIN S. GUILMARTIN
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 04-89810-2 - Expires May 24, 2016


NOTARY PUBLIC

408370



STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a) 1320-33-401-15,16,18,29,30,31,32

2. Type of Property:

- a) Vacant Land b) Single Fam. Res.
c) Condo/Twnhse d) 2-4 Plex
e) Apt. Bldg. f) Comm'l/Ind'l
g) Agricultural h) Mobile Home
i) Other _____

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument #: _____
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

\$ 500,000.00

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) _____

Transfer Tax Value: _____

\$ 500,000.00

Real Property Transfer Tax Due: _____

1,950.00

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.090, Section: _____
b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exception, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: _____ Capacity **FORECLOSURE OFFICER**

Signature: _____ Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Western Title Co
Address: 5390 Kietzke Ln # 101
City: Reno
State: NV Zip: 89511

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: See Horse I, LLC
Address: 1201 Third Ave., Ste 3200
City: Seattle
State: WA Zip: 89505

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: Western Title Company, LLC Esc. #: 055444-FCL
Address: Kietzke Office
5390 Kietzke Ln Suite 101
City/State/Zip: Reno, NV 89511

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)