

DOUGLAS COUNTY, NV

2015-870379

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09/30/2015 09:51 AM

FIRST AMERICAN TITLE INSURANCE CO.- API

KAREN ELLISON, RECORDER

APN: 1320-33-210-072

RECORDING REQUESTED BY
First American Title Insurance Company
2500 Paseo Verde Parkway, STE 120
Henderson, NV 89074

AND WHEN RECORDED MAIL TO
First American Title Insurance Company
2500 Paseo Verde Parkway, STE 120
Henderson, NV 89074

Trustee Sale No. 2490276-IRK / NCS 745119

IMPORTANT NOTICE

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION. You may have the legal right for a period of 35 days commencing on the first day following the day upon which the notice of default was recorded and mailed to make good the deficiency in performance or payment. No sale date may be set until three months from the date this notice of default was recorded (which date of recordation appears on this notice).

This amount is **\$3,139,042.96** as of **August 31, 2015** and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your Note and Deed of Trust or Mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required by the Note and Deed of Trust or Mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

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Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by the transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Ballard Rawson
10181 Park Run Drive, Suite 110
Las Vegas, NV 89145
Attn: E. Bruce Jorgensen, Esq.
Phone: 702-425-3555

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember, **YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.**

This is an attempt to collect a debt and any information obtained will be used for that purpose.

NOTICE IS HEREBY GIVEN THAT: FIRST AMERICAN TITLE INSURANCE COMPANY is the duly appointed Trustee under a Deed of Trust dated, **09/03/2013**, executed by **THE RANCH AT GARDERVILLE 1, LLC**, a Nevada limited liability company, as Trustor, to secure certain obligations in favor of **RUBY CAPITAL INVESTMENTS, LLC**, a Nevada limited liability company, as original Beneficiary under a Deed of Trust recorded on **09/06/2013** as **Document No. 830122** of Official Records in the Office of the Recorder of Douglas County, State of Nevada.. Said obligations include **ONE NOTE FOR THE ORIGINAL SUM OF \$3,500,000.00.**

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That a breach of the obligations for which said Deed of Trust is security has occurred in that payment has not been made of: **THE INSTALLMENTS OF PRINCIPAL AND INTEREST WHICH BECAME DUE 02/01/2015 AND ALL SUBSEQUENT INSTALLMENTS, TOGETHER WITH LATE CHARGES AND PREPAYMENT PENALTY AS SET FORTH IN SAID NOTE AND DEED OF TRUST, ADVANCES, ASSESSMENTS, FEES AND/OR TRUSTEE FEES.**

That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration of Default and Demand for Sale, and has surrendered to said Trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

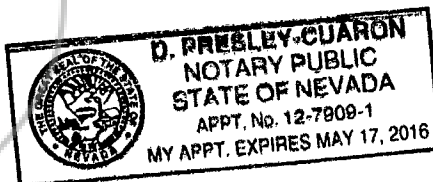
Date: 9-28-15

First American Title Insurance Company, as Trustee for the Beneficiary.



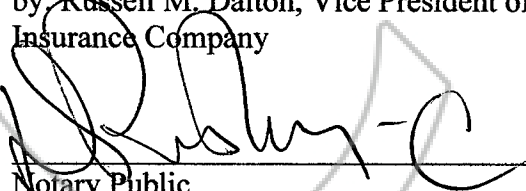
Russell M. Dalton, Vice President

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)



This instrument was acknowledged before me

on 9-28-15
by: Russell M. Dalton, Vice President of First American Title Insurance Company



Notary Public

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Pursuant to NRS 107.080

APN or Property Address:
1320-33-210-072

Deed of Trust Document Instrument
Number: 830122

STATE OF Utah)

COUNTY OF Dallas)

ss:

The affiant, Egva K. Wilson, being first duly
sworn upon oath,

The undersigned affiant does hereby attest under penalty of perjury to the following information, which is based on the direct, personal knowledge of the affiant or the personal knowledge which the affiant acquired by a review of the business records of the beneficiary, the successor in interest of the beneficiary or the servicer of the obligation or debt secured by the deed of trust:

1. The full name and business address of the current trustee or the current trustee's personal representative or assignee is:

First American Title Insurance Company
2500 Paseo Verde Parkway, STE 120
Henderson, NV 89074

The full name and business address of the current holder of the note secured by the Deed of Trust is:

Ruby Capital Investments, LLC
3201 Danville Blvd., Suite 170
Alamo, CA 94507

The full name and business address of the current beneficiary of record of the Deed of Trust is:

Ruby Capital Investments, LLC
3201 Danville Blvd., Suite 170
Alamo, CA 94507

The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

N/A
Full Name

N/A
Street, City, County, State, Zip

2. The beneficiary under the deed of trust is in actual or constructive possession of the note secured by the deed of trust.
3. That the beneficiary or its successor in interest or the servicer of the obligation or debt secured by the deed of trust has instructed the trustee to exercise the power of sale with respect to the property.
4. The beneficiary has sent to the obligor or borrower of the obligation or debt secured by the deed of trust a written statement containing the following information:
 - a. The amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the terms and conditions of the underlying obligation or debt existing before the deficiency in the performance or payment, as of the date of the statement;
 - b. The amount in default;
 - c. The principal amount of the obligation or debt secured by the deed of trust;
 - d. The amount of accrued interest and late charges;
 - e. A good faith estimate of all fees imposed in connection with the exercise of the power of sale; and
 - f. Contact information for obtaining the most current amounts due and the local or toll-free telephone number described in subparagraph (4).
5. The local or toll-free telephone number that may be called by the obligor or borrower of the obligation or debt to receive the most current amounts due and a recitation of the information contained in this affidavit is (702)425-3553.
6. The date and the recordation number, and the name of each assignee under, each recorded assignment of the deed of trust, which information is based on the knowledge or information as described in NRS 107.080(2)I(5)(I-IV), is provided as follows:

N/A

Dated this 1st day of September, 2015.

Affiant Name: Eara K. Nilson

Signed By: [Signature]

Print Name: _____

STATE OF Utah)

) ss:

COUNTY OF Davis)

On this 1st day of Sept., 2015, personally appeared before me, a Notary Public, in and for said County and State, Eara K. Nilson, known to me to be the persons described in and who executed the foregoing instrument in the capacity set forth therein, who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

[Signature]
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE

