

A. P. No. 1320-29-000-014  
No. 74571-FCL  
Trustee ID: 420973

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**

WHEREAS, ALTON A. ANKER and SUSAN L. ANKER, husband and wife, as joint tenants, are the owners and holders of that certain obligation evidenced by a Promissory Note dated July 7, 2006, and secured by that certain real property and personal property as evidenced by a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, executed by THE RANCH AT GARDNERVILLE, LLC, a Nevada limited liability company, Trustor, to STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation, Trustee for ALTON A. ANKER and SUSAN L. ANKER, husband and wife, as joint tenants, Beneficiary, which Deed of Trust was dated July 7, 2006, recorded July 7, 2006, in Book 706, Page 2241, as Document No. 679111, Official Records, Douglas County, Nevada; and

WHEREAS, the terms of the Promissory Note were amended and restated pursuant to that certain Amended and Restated Promissory Note dated January 11, 2008; and

WHEREAS, the terms of the Promissory Note were further amended and restated pursuant to that certain Second Amended and Restated Promissory Note dated January 28, 2014; and

WHEREAS, WESTERN TITLE COMPANY, LLC, was substituted as Trustee under said Deed of Trust, in the place and stead of STEWART TITLE OF DOUGLAS COUNTY, by Substitution of Trustee under Deed of Trust recorded August 31, 2015, as Document No. 2015-868981, Official Records, Douglas County, Nevada; and

WHEREAS, default has been made by said Trustor in the payment of the debt evidenced by the Promissory Note for which said Deed of Trust is security, and the said ALTON A. ANKER and SUSAN L. ANKER did cause Notice of Default and Election To Sell under said Deed of Trust to be recorded August 31, 2015, as Document No. 2015-868982, Official Records, Douglas County, Nevada; and

WHEREAS, ALTON A. ANKER and SUSAN L. ANKER, have made demand upon said Trustee that said Trustee proceed to sell the land and premises described in said Deed of Trust;

NOW, THEREFORE, pursuant to said demand, and in accordance with the terms and under the authority of said Deed of Trust, said WESTERN TITLE COMPANY, LLC, a Nevada limited liability company, as such Trustee, does hereby give notice that on the 20th day of JANUARY, 2016, at the hour of 1:00 o'clock P.M. on said day, at the at the front entrance to the Douglas County Courthouse located at 1038 Buckeye Road, in Minden, Nevada, said Trustee will sell at public auction to the highest bidder, for current lawful money of the United States of America, all that certain real property and personal property situate in Douglas County, State of Nevada, that is described as follows:

(a) Land.

A parcel of land located within portions of the South one-half (S1/2) of Section 29 and the North one-half (N1/2) of Section 32, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the center of Section 29, Township 13 North, Range 20 East, M.D.B.&M., a found 5/8" rebar with plastic cap, PLS 11172 as shown on the Record of Survey to Support a Boundary Line Adjustment for Park Cattle Co. recorded September 28, 2004, in the office of Recorder, Douglas County, Nevada, as Document No. 625243; thence along the north line of the Southeast one-quarter of said Section 29, South 89°23'21" East, 1693.57 feet; thence South 00°20'20" West, 1690.72 feet

to the northeast corner of Lot 42 as shown on the Second Amended Record of Survey for John B. Anderson recorded June 4, 1981 in said office of Recorder as Document No. 56926, a found 5/8" rebar with cap, RLS 2280, the POINT OF BEGINNING; thence along the east line of said Lot 42, South 00°20'20" West, 1775.04 feet to the southeast corner of said Lot 42; thence along the south line of said Lot 42, also being the north line of Zerolene Road, North 89°42'32" West, 463.60 feet; thence North 35°33'10" West, 589.61 feet; thence North 38°50'33" West, 80.14 feet; thence North 28°17'55:" West, 131.62 feet; thence North 51°49'55" West, 126.45 feet to an angle point on the westerly line of said Lot 42, a found 1/2" iron pipe; thence along said westerly line of Lot 42, also being the Easterly line of A.P.N. 23-250-03 as shown on the Record of Survey for Donald E. Bentley recorded October 4, 1994 in said office of Recorder as Document No. 347532, the following courses:

North 28°17'02" West, 208.95 feet;  
North 22°39'41" West, 218.42 feet;  
North 02°14'26" East, 79.34 feet;  
North 81°13'07" West, 432.72 feet;  
North 52°09'48" West, 213.23 feet;

Along the arc of a non-tangent curve to the left having a radius of 613.00 feet, central angle of 30°20'56", arc length of 324.70 feet, and chord bearing a distance of North 14°09'29" East, 320.92 feet; North 01°00'59" West, 101.09 feet to the Northwest corner of said Lot 42; thence along the north line of said Lot 42, South 88°45'34" East, 1728.80 feet to the POINT OF BEGINNING.

Containing 47.53 acres more or less.

The Basis of Bearing of this description is North 89°23'21" West, the north line of the Southeast one-quarter of Section 29, Township 13 North, Range 20 East, M.D.M. as shown on the Record of Survey to Support a Boundary Line Adjustment for Park Cattle Co. recorded September 28, 2004 in the office of the Recorder, Douglas County, Nevada as Document No. 625243.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain document recorded July 7, 2006, in Book 706, Page 2241, as Document No. 0679111, Official Records, Douglas County, Nevada.

TOGETHER WITH all of the easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, powers, rights, privileges, franchises, tenements, hereditaments and appurtenances thereto which are appurtenant to said land or its ownership, including, without limitation, all mineral, oil and gas and other hydrocarbon substances thereon or therein, development rights or credits, air rights, waters, water courses, water stock, water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant, ditch rights and any and all stock evidencing any such water or rights therein), sewer rights, flowers, shrubs, crops, trees, timber and other emblements now or hereafter on, under or above the same or any part or parcel thereof; and any title or reversion, in and to the land lying in the bed of any stream, way, street, road, avenue or alley, opened or proposed, in front of or adjoining the Land to the center line thereof and all of the estate, right, title, interest, claim or demand whatsoever of Trustor therein or thereto, either in law or in equity, in possession or in expectance, now or hereafter acquired (collectively, the "Land");

(b) Improvements. All structures, buildings and improvements of every kind and description now or hereafter located on the Land and all of the estate, right, title, interest, claim or demand whatsoever of Trustor therein or thereto, either in law or in equity, in possession or in expectance, now or hereafter acquired (collectively, the "Improvements"; the Land and Improvements, collectively, the "Real Property");

(c) Equipment. All Equipment (as hereafter defined) now or hereafter owned or leased by Trustor and now are at any time hereafter affixed to, attached to, placed upon or utilized in any way in connection with the use, enjoyment, occupancy or operation of the Real Property or any portion thereof, together with all extensions, additions, improvements, betterments, after acquired property, renewals, replacements and

substitutions, or proceeds from the permitted sale of any of the Equipment; it being understood and agreed that all Equipment is part and parcel of the Real Property and appropriated to the use of the Real Property and, whether affixed or annexed or not, shall, for the purposes of the deed of trust, be deemed conclusively to be real estate and conveyed hereby. As used herein, "Equipment" shall mean collectively, all tangible personal property of every kind and nature whatsoever in any way related to the Real Property, including the following:

(i) All systems, machinery, apparatus, attachments, building materials, conduits, fittings, fixtures (trade, domestic and ornamental) and furnishings, whether actually or constructively attached to any portion of the Real Property, including:

(A) Such of the foregoing as may be used (1) in connection with the generation or distribution of air, water, heat, electricity, light, fuel or refrigeration; or (2) for ventilation or sanitary purposes; or (3) for the exclusion of vermin or insects; or (4) for the removal of dust, refuse or garbage, or (5) for any of the following purposes: laundry, lifting, cleaning, fire prevention, fire extinguishing, sewage processing, communications and incineration;

(B) All pipes, pumps, tanks, motors, switchboards, lifting stations, plumbing and plumbing fixtures; boilers, furnaces, oil burners and units thereof; elevators, escalators, mechanical equipment; gas and electric fixtures; mantel; built-in mirrors; ducts; and compressors;

(C) All wall-beds, wall-safes, built-in furniture and installations, shelving, lockers, partitions, door-stops, vaults, dumb-waiters, awnings, window shades, venetian blinds, light fixture, fire hoses and brackets and boxes for the same, fire sprinklers, alarm systems, drapery rods and brackets, draperies, awnings, storm doors and windows, screens, linoleum, carpets, plumbing, laundry tubs and rays, ice-boxes, refrigerators, stoves, ovens, dishwashers, water heaters and other appliances; carpeting, underpadding, and all other floor coverings; vehicles;

vacuum cleaning systems; furniture of public spaces, halls and lobbies; attached cabinets, partitions, and all building equipment and materials now of hereafter delivered to the Real Property and intended to be installed or placed in or about the Improvements; and

(ii) All right, title and interest of Trustor, to the full extent thereof, in and to any Equipment which may be subject to any title retention or security agreement or instrument prior in lien to the lien and security interest of the deed of trust (Trustor representing, however, that no such agreement or instrument exists with respect to any of the present Equipment); it being understood and agreed that all Equipment is part and parcel of the Real Property and appropriated to the use of the Real Property and, whether affixed or annexed or not, shall for the purposes of this deed of trust be deemed conclusively to the real estate and conveyed hereby;

(d) Books and Records. All of Trustor's right, title and interest in and to all documents, books and records relating to any of the Property, including all electronic versions and any computer software or hardware reasonably necessary to access and process such electronic versions;

(e) Intangible Property. All of Trustor's right, title and interest in and to all intangible property and rights relating to any of the Property or to the use, operation or development thereof or used in connection therewith, including franchise or license agreements, governmental permits, development agreements with private or governmental entities, all names, tradenames, trademarks, servicemarks, logos under or by which any of the Property may at any time be in operation or known, all rights to carry on business under any such names or any variant thereof, and all goodwill in any way relating to the Property; and all of Trustor's rights under any and all contracts, permits, licenses, approvals, plans or intangibles (collectively, "Contracts") now or hereafter dealing with, affecting or concerning any of the Property, including all Contracts for or related to the construction of improvements upon the Real property, including performance and/or materialmen's bonds and any other related choses-in-action;

(f) Inventory and Accounts. All of Trustor's right, title and interest in and to all inventory, accounts, chattels, chattel paper, farm products, and consumer goods acquired in consideration of any of the other Property or the cash proceeds therefrom, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Real Property and part of the Property as between the parties of the Deed of Trust and all persons claiming by, through or under them, and all of which shall be deemed to be a portion of the security for the Indebtedness (as hereinafter defined) and all other obligations secured by the deed of trust;

(g) Deposits. All of Trustor's right, title and interest in and to any and all deposits and payments now or hereafter made by Trustor or on behalf of Trustor related to the Property.

(h) Leases, Rents and Profits. All of Trustor's right, title and interest as lessor in and to all leases, occupancy or rental agreements, written or oral, now or hereafter affecting the Real Property or any part thereof (collectively, the "Leases") reserving to the Trustor his statutory rights therein; all of Trustor's rights to enter into any lease, occupancy agreement or rental agreement, written or oral; all rents, royalties, issues, revenues, income, profits, accounts receivables and other benefits of and from the Property, generated by the operation of the Property, arising from the use or enjoyment of all or any portion thereof or from any Lease or agreement pertaining thereto (collectively, the "Rents and Profits"), including any cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of said Leases or applied to one or more of the installments of rents coming due immediately prior to the expiration of said terms; and any and all security interests now or hereafter held by Trustor, as lessor under any Leases, covering any furniture, furnishings, fixtures, equipment or other property of the lease thereunder;

(i) Condemnation, Insurance and Other Proceeds. All of Trustor's right, title and interest in and to (i) any and all awards or payments, including interest thereon and the right to receive the same, growing out of or as a result of any exercise of the right of eminent domain, including the taking of any of the Real Property or payment for alteration of the grade of any street upon which the Real Property abuts, or any other injury to, taking of, or decrease in the value of, the Real Property; (ii) all proceeds or sums payable as compensation for casualty loss or damage to any of the Property; (iii) all present and future casualty or liability insurance related to the Property (including, without limitation, any unearned premiums paid thereon); (iv) all rights to the payment of moneys, accounts receivable, reserves, accounts, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits), chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Beneficiary); and all cash on deposit in deposit accounts, which arose from or relate to the Property; and (v) all other proceeds (including claims or demands thereto) from the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims;

(j) Causes of Action. All causes of action and proceeds thereof of all types for any damage or injury to the Property or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of a material fact.

The property address is purported to be APN 1320-29-000-014, Douglas County, Nevada. The current outstanding principal balance is approximately \$7,281,457.20, 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 principal balance as indicated.

The undersigned disclaims any liability for the accuracy of the above-described address, APN, 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  
89511, Telephone No. (775) 850-7176.

DATED: 12-28, 2015.


WESTERN TITLE COMPANY, LLC



JOY M TAGHIOF  
FORECLOSURE OFFICER

STATE OF NEVADA )  
 ) SS.  
COUNTY OF WASHOE )

This instrument was acknowledged before me on  
12-28, 2015, by JOY M TAGHIOF as  
FORECLOSURE OFFICER of/for WESTERN TITLE COMPANY, LLC.

  
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Notary Public

