

DOUGLAS COUNTY, NV

2016-878988

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04/04/2016 03:57 PM

PACIFIC COAST TITLE

KAREN ELLISON, RECORDER

APN 1320-33-402-061

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Special Default Services, Inc.
17100 Gillette Ave
Irvine, CA 92614

TS No. NV01000043-13

TO No. 95309765

Commonly known as: 1427 HWY 395 N, GARDNERVILLE, NV 89410

**NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO CAUSE SALE
OF REAL PROPERTY UNDER DEED OF TRUST**

NOTICE IS HEREBY GIVEN THAT: **Special Default Services, Inc.** is either the original Trustee, the duly appointed substituted Trustee, or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated as of February 22, 2012, executed by CLE HOSPITALITY LLC, A COLORADO LIMITED LIABILITY COMPANY, as Trustor, to secure obligations in favor of OCEANIC GARDNERVILLE, LLC, A NEVADA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 33.33% INTEREST AND KJJ, LLC, A NEVADA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 67.67% INTEREST as original Beneficiary, recorded February 24, 2012 as Instrument No. 797915 in Book 212, on Page 5223 of official records in the Office of the County Recorder of Douglas County, Nevada; and that

The Deed of Trust secures the payment of and the performance of certain obligations, including, but not limited to, the obligations set forth in that certain Promissory Note with a face amount of \$160,000.00 (together with any modifications thereto the "Note"); and that

A breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the Trustor has failed to perform obligations pursuant to or under the Note and/or Deed of Trust, specifically: FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON February 10, 2016 AND ALL SUBSEQUENT INSTALLMENTS, ALONG WITH LATE CHARGES, PLUS FORECLOSURE COSTS AND LEGAL FEES, IN ADDITION TO ALL OF THE TERMS AND CONDITIONS AS PER THE DEED OF TRUST, PROMISSORY NOTE AND ALL RELATED LOAN DOCUMENTS.

ALL THAT PORTION OF SECTION 33, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.B.&M., DOUGLAS COUNTY, NEVADA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE RECORD LOCATION OF THE DETTLING TOWN MONUMENT PER THE MAP FOR AUGUSTINE BORDA IN GARDNERVILLE DATED FEBRUARY 21, 1949, DOUGLAS COUNTY RECORDS; THENCE NORTH 41°46'34" WEST, 636.76 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 395 ("MAIN STREET") AND THE WESTERLY RIGHT OF WAY LINE OF EDDY STREET; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 395, NORTH 44°54'00" WEST, 115.51 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 46°19'20" EAST, 87.00 FEET; THENCE NORTH 43°40'40" WEST, 1.46 FEET; THENCE NORTH 45°39'10" EAST, 187.50 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF COURTHOUSE ALLEY;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF COURTHOUSE ALLEY, SOUTH 45°17'30" EAST, 118.20 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF COURTHOUSE ALLEY AND THE WESTERLY RIGHT OF WAY LINE OF EDDY STREET; THENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF EDDY STREET, SOUTH 46°07'01" WEST, 275.35 FEET TO THE TRUE POINT OF BEGINNING.

BASIS OF BEARING: THE BASIS OF BEARING IS THE SOUTH LINE OF PARCELS 1 AND 2 AS SHOWN ON THE MAP FOR MRS. AUGUSTINE BORDA DATED FEBRUARY 21, 1949, DOUGLAS COUNTY RECORDS, (NORTH 44°59'00")

SAID PARCEL BEING FURTHER DELINEATED ON RECORD OF SURVEY FOR NEVADA JOHNSON VENTURES, INC. RECORDED SEPTEMBER 8, 1999, IN BOOK 999, PAGE 1097, DOCUMENT NO. 476063, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

That by reason thereof the present Beneficiary under such Deed of Trust has executed and delivered to said duly appointed Trustee a written Declaration of Default and Demand for Sale and has deposited with said duly appointed 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 payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

NOTICE

You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. Where reinstatement is possible, if the default is not cured within the statutory period set forth in Section NRS 107.080, the right of reinstatement will terminate and the property may thereafter be sold. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and Sale.

To determine if reinstatement is possible and the amount, if any, to cure the default, contact:

OCEANIC GARDNERVILLE, LLC, A NEVADA LIMITED LIABILITY COMPANY, AS TO AN
UNDIVIDED 33.33% INTEREST AND KJJ, LLC, A NEVADA LIMITED LIABILITY COMPANY, AS
TO AN UNDIVIDED 67.67% INTEREST
c/o Special Default Services, Inc.
17100 Gillette Ave
Irvine, CA 92614
(844) 706-4182 TS No: NV01000043-13

Dated: 4/11/2016

Special Default Services, Inc., as Duly Appointed
Successor Trustee



By: Lisa Rohrbacker, Trustee Sales Officer


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

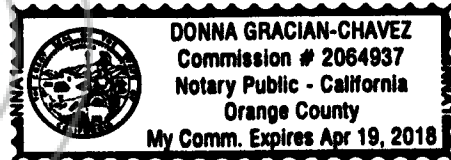
State of CALIFORNIA
County of ORANGE

On 4/11/16 before me, Donna Gracian-Chavez Notary Public,
personally appeared LISA ROHRBACKER, who 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 authorized capacity, and that by his/her signature
on the instrument the person, or the entity upon behalf of which the person acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal


Notary Public Signature



Special Default Services, Inc. may be acting as a debt collector attempting to collect a debt.
Any information obtained may be used for that purpose.

To the extent your original obligation was discharged, or is subject to an automatic stay of
bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or
informational purposes only and does not constitute an attempt to collect a debt or to impose
personal liability for such obligation. However, a secured party retains rights under its security
instrument, including the right to foreclose its lien.

**AFFIDAVIT OF AUTHORITY TO EXERCISE THE
POWER OF SALE**

Property Owners:

CLE HOSPITALITY LLC, A COLORADO
LIMITED LIABILITY COMPANY

Trustee Address:

17100 Gillette Ave
Irvine, CA 92614

Property Address:

1427 HWY 395 N
GARDNERVILLE, NV 89410

Deed of Trust Document:

797915 Book 212 Page 5223

Affiant, Manoj Chawla, being first duly sworn upon oath, and under penalty of perjury, attests that the following information is based on the direct, personal knowledge or the personal knowledge which 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, which business records must meet the standards set forth in NRS 51.135:

1) The full name and business address of the current Trustee or the current Trustee's personal representative or assignee, the current holder of the Note secured by the Deed of Trust, the current Beneficiary of record and the current servicer of the obligation or debt secured by the Deed of Trust.

Current Trustee: Special Default Services, Inc.
Address: 17100 Gillette Ave, Irvine, CA 92614

Current holder of the Note: OCEANIC GARDNERVILLE, LLC, A NEVADA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 33.33% INTEREST AND KJJ, LLC, A NEVADA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 67.67% INTEREST
Address: 7942 ENTRADA LAZANJA, SAN DIEGO, CA 92127

Current Beneficiary: OCEANIC GARDNERVILLE, LLC, A NEVADA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 33.33% INTEREST AND KJJ, LLC, A NEVADA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 67.67% INTEREST
Address: 7942 ENTRADA LAZANJA, SAN DIEGO, CA 92127

Current servicer: OCEANIC GARDNERVILLE, LLC
Address: 7942 ENTRADA LAZANJA, SAN DIEGO, CA 92127

2) The Beneficiary under the Deed of Trust, the successor in interest of the Beneficiary or the Trustee is in actual or constructive possession of the Note secured by the Deed of Trust or that the Beneficiary or its successor in interest or the Trustee is entitled to enforce the obligation or debt secured by the Deed of Trust.

3) The Beneficiary or its successor in interest, the servicer of the obligation or debt secured by the Deed of Trust or the Trustee, or an attorney representing any of those persons, has sent to the obligor or Borrower of the obligation or debt secured by the Deed of Trust a written statement of:

(l) 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 performance or payment, as of the date of the statement;

- (II) The amount in default;
- (III) The principal amount of the obligation or debt secured by the Deed of Trust;
- (IV) The amount of accrued interest and late charges;
- (V) A good faith estimate of all fees imposed in connection with the exercise of the power of sale; and
- (VI) Contact information for obtaining the most current amounts due and the local or toll-free telephone number described in the paragraph below.

4) A local or toll-free telephone number that the obligor or Borrower of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in the Affidavit: (844) 706-4182.

5) The date and the recordation number or other unique designation of, and the name of each assignee under, each recorded assignment of the Deed of Trust:
 OCEANIC GARDNERVILLE, LLC, A NEVADA LIMITED LIABILITY COMPANY, AS TO AN
 UNDIVIDED 33.33% INTEREST AND KJJ, LLC, A NEVADA LIMITED LIABILITY COMPANY, AS TO
 AN UNDIVIDED 67.67% INTEREST
 Recorded: February 24, 2012
 Instrument: 797915 Book 212 Page 5223

I declare under penalty of perjury that the foregoing is true and correct and that this Affidavit was executed on 3/28/, 2016.

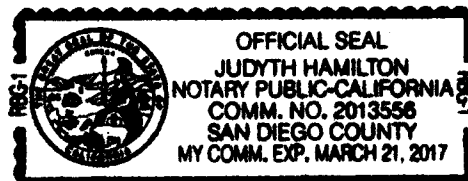
Signature *Mary Chauha*
 Name Mary Chauha
 Title Member

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of San Diego

Mary Chauha, an employee of OCEANIC
 GARDNERVILLE, LLC appeared before me, this 28th day of
March, 2016, and after being duly sworn, executed this Affidavit on its
 behalf.

Judyth Hamilton
 Notary Public



Borrower(s):

CLE HOSPITALITY LLC, A COLORADO LIMITED LIABILITY COMPANY

Property Address:

1427 HWY 395 N
GARDNERVILLE, NV 89410

T.S No:

NV01000043-13

DECLARATION OF COMPLIANCE

(SB321 Section11)

The undersigned, as an authorized agent or employee of the mortgage servicer named below, hereby declares under the laws of the State of Nevada, that:

1. The mortgage servicer has contacted the Borrower pursuant to SB321 Section 11(2) in order to assess the borrower's financial situation and explore options for the borrower to avoid a foreclosure sale. Thirty (30) days or more have passed since "initial contact" was made pursuant to SB 321 Section 11(1)(b).

2. The mortgage servicer tried with due diligence to contact the borrower pursuant to SB 321 Section 11(5) in order to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure. Thirty (30) days or more have passed since the due diligence requirements set forth in SB 321 Section 11(5) were satisfied.

3. No contact was required by the mortgage servicer because the individual did not meet the definition of "borrower" pursuant to SB 321 Section 3. The borrower is:

an individual who has surrendered the secured property as evidenced by either a letter confirming the surrender or the delivery of the keys to the property to the mortgagee, trustee, beneficiary, or authorized agent;

an individual who has filed a case under Chapter 7, 11, 12, or 13 of Title 11 of the United States Code and the bankruptcy court has not entered an order closing or dismissing the bankruptcy case, or granting relief from a stay of foreclosure.

4. The requirements set forth in SB 321 Section 11 do not apply because the above-referenced loan is not a "residential mortgage loan" as defined by SB 321 Section 7. (A residential mortgage loan as defined by SB 321 Section 7 is a loan primarily for personal, family or household use and which is secured by a mortgage or deed of trust on owner-occupied housing as defined in NRS 107.086).

I certify and represent that this mortgage servicer's declaration is accurate, complete and based upon competent and reliable evidence, including my review of the mortgage servicer's business records.

Date: 3/28/16

OCEANIC GARDNERVILLE, LLC, A NEVADA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 33.33% INTEREST AND

By: *Manoj Chauhan*
Title: Member

Date: 3/28/16

KJJ, LLC, A NEVADA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 67.67% INTEREST

By: *Manoj Chauhan*
Title: Member