

DOUGLAS COUNTY, NV

2016-879962

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04/27/2016 10:49 AM

FIRST AMERICAN TITLE INSURANCE CO.- API

KAREN ELLISON, RECORDER

APN: 1320-30-714-010 and 1320-30-714-007

RECORDING REQUESTED BY

First American Title Company
2500 Paseo Verde Parkway, Ste.120
Henderson, NV 89074

AND WHEN RECORDED MAIL TO

First American Title Company
2500 Paseo Verde Parkway, Ste.120
Henderson, NV 89074

Trustee Sale No. 2500053

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 **\$1,000,000.00** as of **03/10/2016** 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.

Trustee Sale No. 2500053-IRK

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:

Appian Capital
c/o Series AGI Irvine of Appian Group Investors DE, LLC
900 Larkspur Landing Circle, #100
Larkspur, CA 94939
Attn: Jonathan Lotter
(415) 464-9469

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, Assignment of Leases and Rents ("Deed of Trust"), dated, **05/17/2007**, executed by **MINDEN VILLAGE I, LLC**, a Nevada limited liability company, as Trustor, for the benefit of **SERIES AGI IRVINE OF APPIAN GROUP INVESTORS DE, LLC**, a Delaware series limited liability company, ("Original Lender") as original Beneficiary, recorded on **05/30/2007** as Document **0702031** of Official Records of **Douglas County**, Nevada (the "Records"). Said obligations include **ONE NOTE FOR THE ORIGINAL SUM OF \$7,140,000.00.**

Trustee Sale No. 2500053-IRK

That a breach of the obligations for which said Deed of Trust is security has occurred in that: **THE ENTIRE OUTSTANDING PRINCIPAL BALANCE OF THE LOAN, TOGETHER WITH ALL ACCRUED BUT UNPAID INTEREST THEREONM BACAME DUE UPON THE MATURITY DATE OF THE LOAN ON November 30, 2009, TOGETHER WITH LATE CHARGES AS SET FORTH IN SAID NOTE AND DEED OF TRUST, ADVANCES, ASSESSMENTS, FEES AND/OR TRUSTEE'S FEES.**

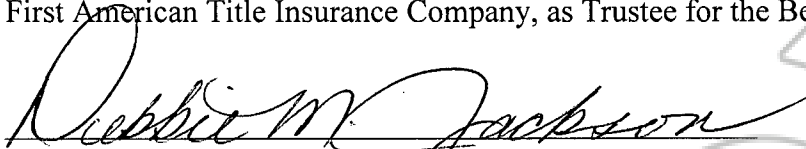
That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration of Default and Demand for Sale, and has surrendered to said Trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared 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.

Furthermore, the Beneficiary herein elects to conduct a unified foreclosure sale pursuant to the provisions of Nevada Uniform Commercial Code (NRS Chapter 104) and to include in the non-judicial foreclosure of the estate described in this Notice of Default any and all personal property and fixtures described in the Deed of Trust and in any other instruments in favor of the Beneficiary. Beneficiary reserved the right to revoke its election as to some or all the personal property and/or fixtures, or to add additional personal property and/or fixtures to the elections herein expressed, at Beneficiary's sole election from time to time and at any time until the consummation of the Trustee's Sale to be conducted pursuant to the Deed of Trust and this Notice of Default and Election to Sell.

Trustee Sale No. 2500053-IRK


April 27, 2016

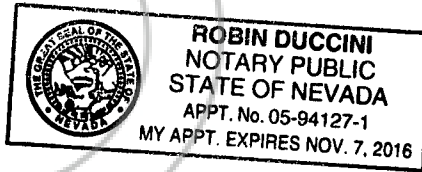
First American Title Insurance Company, as Trustee for the Beneficiary.


Debbie M. Jackson, Vice President

STATE OF NEVADA)
 : ss
COUNTY OF CLARK)

This instrument was acknowledged before me on April 27, 2016
by Debbie M. Jackson, Vice President
of First American Title Insurance Company


Notary Public



Deed of Trust is:

Series AGI Irvine of Appian Group Investors DE, LLC,
a Delaware series limited liability company
900 Larkspur Landing Circle, #100
Larkspur, CA 94939

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

Series AGI Irvine of Appian Group Investors DE, LLC,
a Delaware series limited liability company
900 Larkspur Landing Circle, #100
Larkspur, CA 94939

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

N/A

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 415-464-9468.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Marin

On 4-22-2016 before me, Angela Krakora, Notary
Date Here Insert Name and Title of the Officer

personally appeared Jonathan Lotter
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

Signature Angela Krakora
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Affidavit of Authority to exercise the Power of Sale

Document Date: 4-22-2016 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here