

**Official Record**

Recording requested By  
FIRST AMERICAN TITLE COMPANY

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$220.00

Page 1 of 7

RPTT:

Recorded By: AE

Book- 267 Page- 0187

APN: 13-130-19, 13-140-05, 13-140-17,  
13-140-23, 13-140-24, 03-111-01,  
03-121-01, 03-151-02, & 13-140-08

RECORDING REQUESTED BY  
First American Title Company  
2490 Paseo Verde Parkway, Ste.100  
Henderson, NV 89074



AND WHEN RECORDED MAIL TO  
First American Title Company  
2490 Paseo Verde Parkway, Ste.100  
Henderson, NV 89074

**Trustee Sale No. TSG-2400097**

**Loan No. 5408156-9001**

Property Addresses: 15132 State Route 317, Caliente, NV 89008  
and 15134 State Route 317, Caliente, NV 89008

**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).

The amount due is **\$ 1,236,307.88 as of October 5, 2011** 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. TSG-2400097****Loan No. 5408156-9001**

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:

Smith Larsen & Wixom  
Hills Center Business Park  
1935 Village Center Circle  
Las Vegas, NV 89134  
Attn: Mike Wixom  
Phone: 702-252-5002

You may wish to consult a credit-counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with the name and address of the local HUD approved counseling agency by calling their toll-free hotline at **(800) 569-4287** or you can go to The Department of Housing and Urban Development (HUD) website at **[www.hud.gov/offices/hsg/sfh/hcc/hcs.com](http://www.hud.gov/offices/hsg/sfh/hcc/hcs.com)**.

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, a California corporation is the duly appointed Trustee under a Deed of Trust dated December 1, 2005, executed by RAINBOW LAND & CATTLE COMPANY, LLC, a Limited Liability Company, to secure certain obligations in favor of ZIONS FIRST NATIONAL BANK, as original Beneficiary under a Deed of Trust Recorded on December 12, 2005 in Book No. 209 as Document No. 126416 of Official Records in the Office of the Recorder of Lincoln County, State of Nevada. Said Deed of Trust was modified by a Modification of Deed of Trust dated May 10, 2007 and recorded on May 18, 2007 in Book No. 231 as Document No. 128944 of Official Records in the Office of the Recorder of Lincoln County, State of Nevada. Said obligations including ONE NOTE FOR THE ORIGINAL SUM OF \$900,000.00.**



Trustee Sale No. TSG-2400097

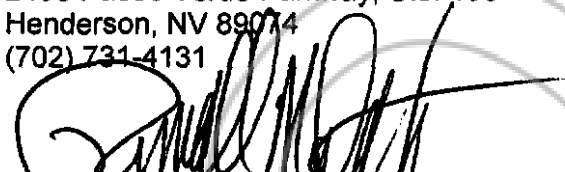
Loan No. 5408156-9001

That a breach of the obligations for which said Deed of Trust is security has occurred in that **THE INSTALLMENTS OF PRINCIPAL AND INTEREST WHICH BECAME DUE FEBRUARY 10, 2010 AND ALL SUBSEQUENT INSTALLMENTS, 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: October 17, 2011


First American Title Insurance Company, as Trustee for the Beneficiary.  
Foreclosure Department  
2490 Paseo Verde Parkway, Ste. 100  
Henderson, NV 89074  
(702) 731-4131

  
\_\_\_\_\_  
Russell M. Dalton, Vice President

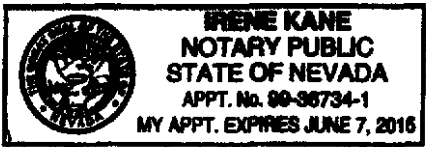
STATE OF NEVADA    )  
                                  : ss  
COUNTY OF CLARK    )

This instrument was acknowledged before me

on 10-17-11  
by: Russell M. Dalton, Vice President of First American  
Title Insurance Company

  
\_\_\_\_\_  
Notary Public

(My commission expires: 6/7/2015)



Irene Kane  
99-36734-1  
Exp. 6-7-2015



**Exhibit  
NRS 107.080 Compliance Affidavit  
Version 10/01/11 (issued 9/26/11)**

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

APN or Property Address:

15132 and 15134 State Route 317  
Caliente, Nevada 89008

Deed of Trust Document Instrument  
Number

Document 128944

STATE OF Utah )

COUNTY OF Salt Lake )

ss:

The affiant, R. Scott Deeds, being first duly sworn upon oath, based on personal knowledge, and under penalty of perjury attests that I am the beneficiary or trustee, or the authorized representative of the beneficiary or trustee, of the deed of trust described in the notice of default and election to sell to which this affidavit is attached ("Deed of Trust").

I further attest, based on personal knowledge, and under penalty of perjury, to the following information, as required by NRS 107.080(2) (c):

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

First American Title Insurance Company,  
a California Corporation

Full Name

2490 Paseo Verde Pkwy, #100  
Henderson, NV 89074

Street, City, County, State, Zip



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

Zions First National Bank

One South Main, Ste 500,

Salt Lake City, UT 84133

Full Name

Street, City, County, State, Zip

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

Zions First National Bank

One South Main, Ste 500,

Salt Lake City, UT 84133

Full Name

Street, City, County, State, Zip

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

N/A

N/A

Full Name

Street, City, County, State, Zip

- 2. The full name and last known business address of the current and every prior known beneficiary of the Deed of Trust, is:

Zions First National Bank

One South Main, Ste 500,

Salt Lake City, UT 84133

Full Name

Street, City, County, State, Zip

**(List additional known beneficiaries in the same format)**



3. The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust, has actual or constructive possession of the note secured by the Deed of Trust.
4. The trustee has the authority to exercise the power of sale under Chapter 107 of NRS with respect to the property encumbered by the Deed of Trust, pursuant to the instruction of the beneficiary of record and the current holder of the note secured by the Deed of Trust.
5. The following is information regarding the amount in default, the principal amount secured by the Deed of Trust, a good faith estimate of fees imposed and to be imposed because of the default and the costs and fees charged to the debtor in connection with the exercise of the power of sale:
  - a. The amount of missed payments and interest in default is \$1,236,307.88.
  - b. The amount of fees charged to the debtor in connection with the exercise of power of sale is \$0.00.
  - c. The principal amount secured by the Deed of Trust is \$1,073,341.51.
  - d. A good faith estimate of all fees imposed and to be imposed because of the default is \$37,743.19.
  - e. A good faith estimate of the total costs and fees to be charged to the debtor in connection with the exercise of the power of sale is \$7,994.70.
6. The following is information regarding the instrument(s) that conveyed the interest of each beneficiary:

N/A  
Date

N/A  
Document Instrument  
Number

N/A  
Name of Document Conveying  
Interest of Beneficiary

**(List information regarding prior instruments in the same format)**



7. Following is the true and correct signature of the affiant:

Dated this 11 day of OCTOBER, 2011.

Affiant Name: R. SCOTT DEEDS

Signed By: R. Scott Deeds

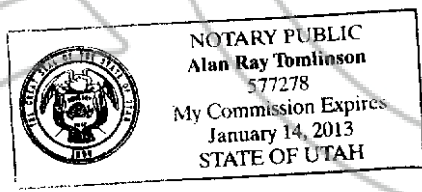
Print Name: R. SCOTT DEEDS

STATE OF Utah )

COUNTY OF Salt Lake )

ss:

On this 11<sup>th</sup> day of October, 2011, personally appeared before me, a Notary Public, in and for said County and State, R. Scott Deeds, 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.



Alan Ray Tomlinson  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE