

**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- 269 Page- 0012



**APN'S:** 005-121-01; 005-121-02; 005-121-04;  
005-121-05; 005-121-06; 005-121-09;  
005-121-10; 005-121-11; 005-121-12;  
005-131-31; 005-181-01; 005-181-02;  
005-181-10; 005-181-11; 005-181-12;  
005-181-13; 005-181-14; 005-201-03;  
005-031-01; 005-131-26; 005-131-29;  
005-161-21; 005-161-25; 005-171-03;  
005-171-05; 005-171-12; 005-171-13;  
005-171-34; 005-171-40; 005-181-04;  
and 006-031-02

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

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**Trustee Sale No. 2417668-RMD**

**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 **\$14,542,778.00** as of **December 16, 2011** and will increase until your account becomes current.



**Trustee Sale No. 2417668-RMD**

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.

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:

Justin M. Townsend  
Woods Erickson Whitaker & Maurice LLP  
1349 Galleria Drive, Suite 200  
Henderson, Nevada 89014  
Telephone: (702) 433-9696  
Facsimile: (702) 434-0615

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 29, 2004**, executed by **TUFFY RANCH PROPERTIES, LLC, a limited liability company**, as Trustor, to secure certain obligations in favor of **KERRY HOLT FARMS, LTD., a Utah limited partnership**, as original Beneficiary under a Deed of Trust recorded on **December 29, 2004 as Document No. 123578** of Official Records in the Office of the Recorder of **Lincoln County**, State of Nevada. Said obligations include **ONE NOTE FOR THE ORIGINAL SUM OF \$28,000,000.00.**



**Trustee Sale No. 2417668-RMD**

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 WHICH BECAME DUE OCTOBER 1, 2011 AND THE ENTIRE BALANCE OF THE LOAN DECLARED DUE AND PAYABLE BY LETTER DATED OCTOBER 6, 2011 TOGETHER WITH ALL AMOUNTS THAT ARE DUE OR MAY BECOME DUE FOR THE FOLLOWING: LATE CHARGES AND PENALTIES AS SET FORTH IN SAID NOTE AND DEED OF TRUST, ADVANCES, ASSESSMENTS, FEES AND/OR TRUSTEES FEES.**

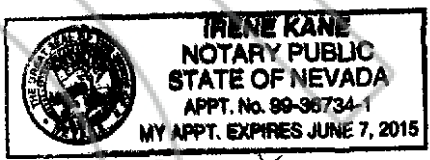
That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration of Default and Demand for Sale, and has surrendered to said Trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared 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: December 19, 2011

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

Debbie M. Jackson  
Debbie M. Jackson, Vice President

STATE OF NEVADA )  
                                  ) : ss  
COUNTY OF CLARK )



This instrument was acknowledged before me

*Irene Kane*  
99-36734-1  
exp. 7, 2015

on 12-28-11  
by: Debbie M. Jackson, Vice President of First American  
Title Insurance Company

Irene Kane  
Notary Public

(My commission expires: 6/7/2015)





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

Kerry Holt Farms, LTD.,  
a Utah limited partnership  
Full Name

P.O. Box 249  
Enterprise, Utah 84725  
Street, City, County, State, Zip

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

Kerry Holt Farms, LTD.,  
a Utah limited partnership  
Full Name

P.O. Box 249  
Enterprise, Utah 84725  
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:

Kerry Holt Farms, LTD.,  
a Utah limited partnership  
Full Name

P.O. Box 249  
Enterprise, Utah 84725  
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:

Kerry Holt Farms, LTD.,  
a Utah limited partnership  
Full Name

P.O. Box 249  
Enterprise, Utah 84725  
Street, City, County, State, Zip



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 the missed principal payment due October 1, 2011 is **\$100,000.00**.
  - b. The outstanding principal balance is **\$14,100,000.00**.
  - c. The late fee on the unpaid principal payment is **\$3,000.00**.
  - d. An additional late fee for failure to make a principal installment is **\$150,000.00**.
  - e. The outstanding interest accrued as of December 19, 2011 is **\$83,306.00**.
  - f. The outstanding legal fees as of December 19, 2011 are **\$18,386.00**.
  - g. The amount required to reinstate the loan is **\$354,692.00**.
  - h. The amount required to pay off the loan is **\$14,354,692.00**.
  - i. The amount of fees charged to the debtor in connection with the exercise of power of sale is \$0.
  - j. The original principal amount secured by the Deed of Trust is **\$28,000,000.00**.
  - k. A good faith estimate of the total costs and fees to be charged to the debtor in connection with the trustee's exercise of the power of sale is **\$20,431.34**.

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

