APN: 012-210-28

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 DOC # 0140412

/09/2012 03 2

Official Record
Recording requested By

FIRST AMÉRICAN TITLE COMPANY

Lincoln County - NV

Leslie Boucher - Recorder

Fee \$219.00 Page 1 of 6
RPTT: Recorded By AE

Book- 269 Page- 0124



0140412

Trustee Sale No. 2417480-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 \$130,390.44 as of **December 9, 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. 2417480-RMD

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:

Nevada Bank and Trust 976 Idaho Street Elko, Nevada 89801 Attn: Melissa Christensen

Phone: 775-738-3622 EXT:22

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 MARCH 26, 2007, executed by BOYD C. BULLOCH AND PATRICIA BULLOCH, Husband and Wife as Joint Tenants with Right of Survivorship, as Trustor, to secure certain obligations in favor of NEVADA BANK AND TRUST, as original Beneficiary under a Deed of Trust recorded on MARCH 29, 2007 as DOCUMENT NO. 128612 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 \$150,000.00.

Trustee Sale No. 2417480-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 AND INTEREST WHICH BECAME DUE 09/10/2011 AND ALL SUBSEQUENT INSTALLMENTS, TOGETHER WITH 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.

sold to satisfy the obligations secured thereby. Date: December 23, 2011 First American Title Insurance Company, as Trustee for the Beneficiary. STATE OF NEVADA IRENE KANE : ss NOTARY PUBLIC STATE OF NEVADA COUNTY OF CLARK) APPT. No. 99-36734-1 MY APPT. EXPIRES JUNE 7, 2015 Trene Fane This instrument was acknowledged before me 99-36734-1 EXP 6-7-2015 by: Russell M. Dalton, Vice President of First American Title Insurance Company aui Notary Public (My commission expires: 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:	Deed of Trust Document Instrument
APN: 012-210-28	Number: <u>230-128612</u>
STATE OF Nevada	
COUNTY OF Elko) ss:
The affiant,	
	onal knowledge, and under penalty of perjury attests
1 1	tee, or the authorized representative of the beneficiary
or trustee, of the deed of trust de which this affidavit is attached (escribed in the notice of default and election to sell to "Deed of Trust").
I further attest based on ner	sonal knowledge, and under penalty of perjury, to the
following information, as requir	- · · · · · · · · · · · · · · · · · · ·
rono wing information, as requir	32 by 1118 1071000(2) (0).
1. The full name and business add	ress of the trustee or the trustee's representative or
assignee is:	
First American Title Insurance	Company, 2490 Paseo Verde Pkwy, #100
a California Corporation	Henderson, NV 89074
Full Name	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:

Nevada Bank and Trust 976 Idaho St

Full Name Elko, Nevada 89801

Street, City, County, State, Zip

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

Nevada Bank and Trust _____ 976 Idaho St

Full Name Elko, Nevada 89801

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:

Nevada Bank and Trust 976 Idaho St

Full Name Elko, Nevada 89801

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:

Nevada Bank and Trust 976 Idaho St

Full Name Elko, Nevada 89801

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 missed payments and interest in default is \$5480.00
 - b. The amount of fees charged to the debtor in connection with the exercise of power of sale is \$0.00.

Affiant Name

- c. The principal amount secured by the Deed of Trust is \$130,390.44
 - d. A good faith estimate of all fees imposed and to be imposed because of the default is \$645.00.
 - 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 \$3,668.50

6.	The following is information regarding the instrument(s) that conveyed the inte	rest c	ρf
	each beneficiary:	1	Ĺ
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N/A Date N/A Document Instrument Number Number N/A Name of Document Conveying Interest of Beneficiary

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

Dated this 29 day of December, 2011

Signed By:

Print Name: terry Wilson

STATE OF Nevada) ss COUNTY OF ELKO)

On this 29 day of December, 2011, personally appeared before me, a Notary Public, in and for said County and State,

Recy who is, 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.

MELISSA CHRISTENSEN Notary Public State of Nevada No. 01-69001-6 My appt. exp. May 25, 2013

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE