

Official RecordRecording requested By
COW COUNTY TITLE COMPANY

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$242.00

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RPTT:

Recorded By: AE

Book- 270 Page- 0304

A. P. Nos: 008-261-05; 008-251-03
008-251-04; 008-261-09
Foreclosure No. 47623



0140870

When recorded mail to:
Western Title Company, LLC
5390 Kietzke Lane, #101
Reno, NV 89511

**AFFIRMATION PURSUANT TO
NRS 111.312(1)(2) AND 239B.030(4)**

Pursuant to NRS 239B.030, the undersigned, hereby affirm(s) that the below document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

**NOTICE OF DEFAULT
AND ELECTION TO SELL**
(Includes Personal Property)

TO WHOM IT MAY CONCERN:

WHEREAS, on August 11, 2006, BLT ACQUISITION GROUP, LLC, a Nevada limited-liability company and BLT LINCOLN COUNTY LAND, LLC, a Nevada limited-liability company, executed as Trustor a Deed of Trust and Security Agreement with Assignment of Rents and Fixture Filing wherein FIRST AMERICAN TITLE INSURANCE COMPANY is Trustee for IRWIN UNION BANK AND TRUST CO., Beneficiary, as security for the payment of a Promissory Note made, executed and delivered on August 11, 2006, which said Deed of Trust was recorded August 17, 2006, in Book 221, on Page 04, as Document No. 127097, Official Records, Lincoln County, Nevada; and

WHEREAS, the terms and conditions of the Note were modified and extended by Modification Agreement dated August 11, 2008, and that certain Modification and Forebearance Agreement dated May, 2009, executed by Trustor and Beneficiary herein; and



WHEREAS, Trustor and Louis Castle, Jr. entered into that certain Cross Collateralization and Cross Default Agreement dated May 7, 2009, and recorded June 30, 2009, in Book 249 on Page 250, as Document No. 133920, and re-recorded on August 3, 2009, in Book 250, on Page 0025, as Document No. 0134064, Official Records, Lincoln County, Nevada; and

WHEREAS, the beneficial interest of FDIC as RECEIVER FOR IRWIN UNION BANK AND TRUST COMPANY, under said Deed of Trust, and the note secured thereby, was assigned to FIRST SOUTHERN NATIONAL BANK, a national banking association, as evidenced by that certain Assignment of Deed of Trust recorded March 25, 2010, in Book 255, on Page 270, as Document No. 0135731, Official Records, Lincoln County, Nevada; and

WHEREAS, the beneficial interest of FDIC as RECEIVER FOR IRWIN UNION BANK AND TRUST COMPANY, under said Cross Collateralization and Cross Default Agreement, and the note secured thereby, was assigned to FIRST SOUTHERN NATIONAL BANK, a national banking association, as evidenced by that certain Assignment of Cross Collateral and Cross Default Agreement recorded March 25, 2010, in Book 255, on Page 272, as Document No. 0135732, Official Records, Lincoln County, Nevada; and

WHEREAS, the undersigned is in actual or constructive possession of the original Note and modifications secured by the Deed of Trust; and

WHEREAS, WESTERN TITLE COMPANY, LLC, a Nevada limited liability company, was substituted as Trustee under said Deed of Trust, in the place and stead of FIRST AMERICAN TITLE INSURANCE COMPANY by document recorded concurrently herewith; and

WHEREAS, WESTERN TITLE COMPANY, LLC, a Nevada limited liability company, has the authority to exercise the power of sale with respect to the property encumbered by the Deed of Trust pursuant to the instruction of the undersigned; and

WHEREAS, a breach of the obligation for which said transfer in trust as security was made has occurred in that default has been made in the failure to pay the installment of principal and interest due on February 1, 2012, and in



the failure to pay each such monthly installment that thereafter became due, and in the failure to perform any other term, covenant or condition contained in the Deed of Trust securing the Promissory Note and to be performed by Trustor, whether such failure to perform occurred prior to or subsequent to the date hereof, together with penalties and advances that have been incurred or made or will be incurred or made during the period of default;

NOTICE IS HEREBY GIVEN that the undersigned has elected to consider all of the unpaid balance of principal and interest to be due in consequence of said default, together with attorney's fees and costs that have been incurred and will hereafter accrue, all in accordance with the terms of said Promissory Note and Deed of Trust, and the undersigned has elected to sell or cause to be sold the real property commonly known as Vacant Land DOB-261-05; DOB-261-09; DOB-251-03,04 Nevada, and personal property described in said Deed of Trust to satisfy said obligation.

To obtain further information with respect to this Notice of Default and Election To Sell, contact the Foreclosure Office of Western Title Company, LLC, 5390 Kietzke Lane, #101, Reno NV 89511, Telephone No. (775) 850-7176, between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday.

Attached hereto is the Affidavit of Authority to Exercise the Power of Sale which is hereby incorporated herein by this reference.

DATED: March 5, 2012.

FIRST SOUTHERN NATIONAL BANK,
a national banking association

By: [Signature]

Its: Commercial Loan Officer

