

**Official Record**Recording requested By  
COW COUNTY TITLE COMPANY

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$19.00

Page 1 of 6

RPTT:

Recorded By: AE

Book- 272 Page- 0416

A. P. No. 008-261-05; 008-251-03  
008-251-04; 008-261-09  
No. 47623-FCL

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



0141588

42757

**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 TRUSTEE'S SALE**

WHEREAS, FIRST SOUTHERN NATIONAL BANK, a national banking association is the owner and holder of that certain obligation evidenced by a Promissory Note dated August 11, 2006, and secured by that certain real property and personal property as evidenced by a Deed of Trust and Security Agreement with Assignment of Rents and Fixture Filing executed by BLT ACQUISITION GROUP, LLC, a Nevada limited-liability company and BLT LINCOLN COUNTY LAND, LLC, a Nevada limited-liability company, Trustor, to FIRST AMERICAN TITLE INSURANCE COMPANY, Trustee for IRWIN UNION BANK AND TRUST CO., Beneficiary, which Deed of Trust was dated August 11, 2006 recorded August 17, 2006 in Book 221, Page 04, as Document No. 127097, and re-recorded January 16, 2007 in Book 228, Page 58, as Document No. 128211, 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, WESTERN TITLE COMPANY, LLC, was substituted as Trustee under said Deed of Trust, in the place and stead of FIRST AMERICAN TITLE INSURANCE COMPANY by document recorded March 9, 2012, in Book 270 on Page 0301 as Document No. 0140869, Official Records, Lincoln County, Nevada; and

WHEREAS, default has been made by said Trustor in the payment of the debt evidenced by the Promissory Note for which said Deed of Trust is security, and the said FIRST SOUTHERN NATIONAL BANK, a national banking association did cause Notice of Default and Election To Sell under said Deed of Trust to be recorded March 9, 2012, in Book 270 on Page 0304 as Document No. 0140870, Official Records, Lincoln County, Nevada; and

WHEREAS, FIRST SOUTHERN NATIONAL BANK, a national banking association has made demand upon said Trustee that said Trustee proceed to sell the land and premises described in said Deed of Trust;



NOW, THEREFORE, pursuant to said demand, and in accordance with the terms and under the authority of said Deed of Trust, said WESTERN TITLE COMPANY, LLC, a Nevada limited liability company, as such Trustee, does hereby give notice that on the 6TH day of JULY, 2012, at the hour of 3:00 o'clock P.M. on said day, at the steps of the Lincoln County Courthouse, located at # 1 Main Street, Pioche, Nevada, said Trustee will sell at public auction to the highest bidder, for current lawful money of the United States of America, all that certain real property and personal property situate in Lincoln County, State of Nevada, that is described as follows:

PARCEL 1:

TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.B.&M.

Section 15: Government Lots 5 to 8, inclusive  
 Section 16: Government Lot 1; the Northeast Quarter (NE 1/4); the North Half (N 1/2) of the Northwest Quarter (NW 1/4); the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4)

Section 17: Government Lot 1; the East Half (E 1/2) of the Northeast Quarter (NE 1/4); the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4)

PARCEL 2:

TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.B.&M.

Section 33: Government Lots 1 and 3  
 Section 34: Government Lot 8

PARCEL 3:

TOWNSHIP 12 SOUTH, RANGE 70 EAST, M.D.B.&M.

Section 25: West Half (W 1/2)  
 Section 26: All  
 Section 27: All  
 Section 34: All  
 Section 35: All  
 Section 36: Northwest Quarter (NW 1/4)

TOGETHER WITH:

Buildings, structures and improvements, and building materials, fixtures and equipment to be incorporated into any buildings, structures or improvements;

Goods, materials, supplies, fixtures, equipment, washers, dryers, appliances, machinery, furniture and furnishings, including without limitation, all such



items used for (i) generation, storage or transmission of air, water, heat, steam, electricity, light, fuel, refrigeration or sound; (ii) ventilation, air-conditioning, heating, refrigeration, fire prevention and protection, sanitation, drainage, cleaning, transportation, communications, maintenance or recreation; (iii) removal of dust, refuse, garbage or snow; (iv) transmission, storage, processing or retrieval of information; and (v) floor, wall, ceiling and window coverings and decorations;

Income, receipts, revenues, rents, issues and profits, including without limitation, room rents, minimum rents, additional rents, percentage rents, occupancy and user fees and charges, license fees, parking and maintenance charges and fees, tax and insurance contributions, proceeds of the sale of utilities and services, cancellation premiums, and claims for damages arising from the breach of any leases;

Water and water rights, ditches and ditch rights, reservoirs and reservoir rights, stock or interest in irrigation or ditch companies, minerals, oil and gas rights, royalties, and lease or lease hold interests;

Plans and specifications prepared for the construction of any improvements, including without limitation, all studies, estimates, data, and drawings;

Documents, instruments and agreements relating to, or in any way connected with, the operation, control or development of the Real Property, including without limitation, any declaration of covenants, conditions and restrictions and any articles of incorporation, bylaws and other membership documents of any property owners association or similar group;

Claim and causes of action, legal and equitable, in any form whether arising in contract or in tort, and awards, payments and proceeds due or to become due, including without limitation those arising on account of any loss of, damage to, taking of, or diminution in value of, all or any part of the Real Property or any personal property described herein;



Sales agreements, escrow agreements, deposit receipts, and other documents and agreements for the sale or other dispositions of all or any part of the Real Property or any of the personal property described herein, and deposits, proceeds and benefits arising from the sale or other disposition of all or any part of the Real Property or any of the personal property described herein;

Policies or certificates of insurance, contracts, agreements or rights of indemnification, guaranty or surety, and awards, loss payments, proceeds, and premium refunds that may be payable with respect to such policies, certificates, contracts, agreements or rights;

Contracts, agreements, permits, licenses, authorizations and certificated, including without limitation all architectural contracts, construction contracts, management contracts, service contracts, maintenance contracts, franchise agreements, license agreements, building permits and operating licenses;

Trade names, trademarks, and service marks (subject to any franchise or license agreements relating thereto);

Refunds and deposits due or to become due from any utility companies or governmental agencies;

Replacements and substitutions for, modification of, and supplements, accessions, addenda and additions to, all of the personal property described herein;

Books, records, correspondence, files and electronic media, and all information stored therein;

Together with all products and proceeds of all of the foregoing, in any form, including all proceeds received, due or to become due from any sale, exchange or other disposition thereof, whether such proceeds are cash or non-cash in nature, and whether represented by checks, drafts, notes or other instruments for the payment of money.

