

8

DOC # 0144906

02/11/2014

01:58 PM

Official Record

Recording requested By  
ELLSWORTH & ASSOCIATES, LTD.

Lincoln County - NV  
Leslie Boucher - Recorder

Fee: \$221.00 Page 1 of 8  
RPTT: Recorded By: AE  
Book- 285 Page- 0169



0144906

APN: 024-031-05  
Recording requested by:  
Keen L. Ellsworth, Esq.  
Ellsworth & Associates, Ltd.  
8020 S Rainbow Blvd., Ste 277  
Las Vegas NV 89139

When recorded mail to:  
Affordable Legal Services, LLC  
8022 S Rainbow Blvd., Ste 157  
Las Vegas NV 89139

**NOTICE OF DEFAULT AND ELECTION TO SELL  
UNDER DEED OF TRUST**

**IMPORTANT NOTICE**

**IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five (5) business days prior to the date set for the sale of your property pursuant to NRS 107.080. No sale date may be set until three (3) months from the date this notice of default may be recorded (which date of recordation appears on this notice).**

**NOTICE IS HEREBY GIVEN THAT: AFFORDABLE LEGAL SERVICES, LLC, is the duly appointed substituted Trustee under a Deed of Trust dated July 9, 2010, executed by Kyle Pulsipher, Manager of the Alamo RV Park, LLC, a Nevada limited liability company, as Trustor, to secure certain obligations in favor of Dean L. Pickett Successor Trustee of the Pickett Family Trust dated May 25, 1999, as beneficiary recorded July 16, 2010 as Instrument No. 136132, Book 257, Pages 104-106 of the Official Records of Lincoln County, State of Nevada. Said obligations including ONE NOTE FOR THE ORIGINAL sum of \$142,000.00.**

**That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:**



Notice of Default and Election to Sell Under Deed of Trust  
Page 2

**The installments of principal and interest which became due on December 1, 2013 and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advanced made on senior liens, taxes and/or insurance, trustee fees, and any attorney fees and court costs arising from or associated with the beneficiaries' efforts to protect and preserve its security all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off (and will increase until your account becomes current) as summarized in the accompanying Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.**

**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 in 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 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.**



Notice of Default and Election to Sell Under Deed of Trust  
Page 3

**TO FIND OUT THE AMOUNT YOU MUST PAY, OR TO ARRANGE FOR PAYMENT TO STOP THE FORECLOSURE, OR IF YOUR PROPERTY IS IN FORECLOSURE FOR ANY OTHER REASON, CONTACT:**

**Dean L. Pickett  
c/o Keen L. Ellsworth, Esq.  
Ellsworth & Associates, Ltd.  
777 N Rainbow Blvd., Ste 270  
Las Vegas NV 89107  
(702) 658-6100**


**Attached hereto and incorporated herein by reference is the Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.**

**The Property Address: 115 Broadway Street, Alamo, NV, 89001**

**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.**

**That by reason thereof, the present beneficiary under such Deed of Trust has executed and delivered to duly appointed Trustee a written Declaration of Default and Demand for Sale, and has deposited with said duly appointed 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 payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.**

**Date: December 19, 2013**

  
**AFFORDABLE LEGAL SERVICES, LLC**  
Substitute Trustee

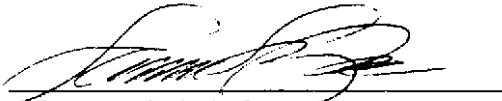


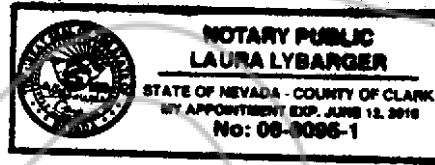
STATE OF NEVADA )  
 ) ss.  
COUNTY OF CLARK )

*Jan. 9, 2014*

On ~~December 19, 2013~~, before me, the undersigned, a Notary Public for said State, personally appeared Wynter K. Spencer, personally known to me to be (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,

  
NOTARY PUBLIC



**This is an attempt to collect a debt and any information obtained will be used for that purpose.**





APN: 004-031-05

**AFFIDAVIT OF AUTHORITY IN SUPPORT OF NOTICE OF DEFAULT  
AND ELECTION TO SELL  
[NRS §107.080]**

Affordable Legal Services, LLC, is the substituted trustee on behalf of the Successor Trustee of The Pickett Family Trust dated May 25, 1999, the current beneficiary of the subject Deed of Trust ("Current Beneficiary"), or the authorized representative of the Current Beneficiary. The borrower(s) identified in the subject Deed of Trust is, Alamo RV Park, LLC, a Nevada limited liability company. The subject Deed of Trust encumbers the real property located at 100 Broadway Street, Alamo, NV, 89001. This Affidavit is provided in support of the Notice of Default and Election to Sell.

The following facts are, except where otherwise indicated, true of my own personal knowledge based upon my personal review of business records.

- 1(a). The full name and business address of the substituted trustee of record for the deed of trust at issue is: Affordable Legal Services, LLC, 8020 S Rainbow Blvd., Ste 277, Las Vegas, NV, 89139.
- 1(b). The full name and business address of the current holder of the Note secured by Deed of Trust at issue is Dean L. Pickett, Successor Trustee of The Pickett Family Trust dated May 25, 1999, who is located at 1270 S Cedar Bluff, Cedar City, UT, 84720.
- 1(c). The full name and business address of the Current Beneficiary for the obligation secured by the Deed of Trust at issue is Dean L. Pickett, Successor Trustee of The Pickett Family Trust dated May 25, 1999, who is located at 1270 S Cedar Bluff, Cedar City, UT, 84720.
- 1(d). The full name and business address of the current servicer for the obligation secured by the Deed of Trust at issue is: Mericord, 2700 N Central Ave, Ste 400, Phoenix, AZ, 85004.
2. I further affirm that to the best of my knowledge, and from my review of the documents of public record, the full name and business address of each prior beneficiary of the Deed of Trust of which I am aware at issue is:

The other known prior beneficiaries (whether of record or not), if any, along with the date and manner of their acquisition of a beneficial interest in the Deed of Trust and their last known address, if any, are, to the best of my knowledge, set forth in Exhibit "A" attached hereto, if applicable, which is incorporated herein by this reference.



Name: Dean L. Pickett Successor Trustee of The Pickett Family Trust dated May 25, 1999.  
Address: 1270 S Cedar Bluff, Cedar City, UT, 84720  
Instrument: Deed of Trust recorded July 16, 2010 as Instrument No. 136132, Book 257, Pages 104-106 of the Official Records of Lincoln County, State of Nevada.

3. The Current Beneficiary, the successor-in-interest of the beneficiary or the trustee of the Deed of Trust is in either actual or constructive possession of the Note secured by the Deed of Trust.
4. The current trustee under the Deed of Trust has the authority to exercise the power of sale with respect to the subject Deed of Trust pursuant to the instruction of the Current Beneficiary of record and the current holder of the Noted 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:
  - 5(a). The total amount in default is: \$2,188.10.
  - 5(b). The amount of fees and costs already charged to debtor because of the default is \$52.10. This amount is included in 5(a).
  - 5(c). The unpaid principal amount of the obligation or debt secured by the Deed of Trust is currently \$132,331.69.
  - 5(d). As of December 18, 2013, as a good faith estimate, the amount of fees and costs to be imposed or charged to the debtor because of the default, excluding the foreclosure fees and costs set forth in Paragraph 5(3) below, will be 3,500.00. Pursuant to the terms of the Note, the beneficiary has elected to declare the entire Note immediately due and payable, including all principal and interest.
  - 5(e). As a good faith estimate of the foreclosure fees and costs to be charged to the debtor in connection with the exercise of the power of sale under Deed of Trust will be \$2,000.00
6. To the best of my knowledge, and if an Exhibit "A" is attached, it contains the date, recordation number or other unique designation of the instrument that conveyed the interest of each beneficiary and a description of the instrument that conveyed the interest of each beneficiary.



I declare under penalty of perjury of the laws of the State of Nevada, that the foregoing is true and correct and that this Affidavit was executed on ~~December 19, 2013~~ *Jan 9, 14*

*[Handwritten Signature]*

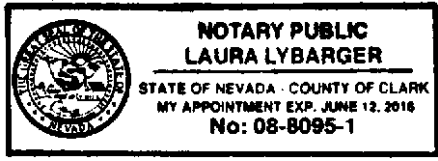
Wynter K. Spencer, Affordable Legal Services, LLC

STATE OF NEVADA     )  
  ) ss.  
COUNTY OF CLARK    )

Signed and sworn to (or affirmed) before me this *9<sup>th</sup>* day of *Jan* 2014, by Wynter K. Spencer.

*[Handwritten Signature]*

NOTARY PUBLIC



**EXHIBIT "A"**

Grantor (Party 1)	Grantee(s) (Party 2)	Document Type	Document Number	Recording Date	Book/Page
Alamo RV Park, LLC	First American Title Company; Dean L. Pickett (Trustee), Pickett Family Trust	Deed of Trust with Assignments of Rent	136132	07/16/2010	257/ 104-106
Travis Canning	Alamo RV Park	Abstract of Judgment	136561	10/15/2010	258/764
Alamo RV Park, LLC	Rural Nevada Developme nt Corp; First American Title	Deed of Trust	140178	12/20/2011	268/ 491-512
Alamo RV Park, LLC	Rural Nevada Developme nt Corp.	Assignment	140179	12/20/2011	268/ 513-527
Alamo RV Park, LLC	Dean L. Pickett, Trustee; Pickett Family Trust	Agreement	140180	12/20/2011	268/ 528-532