

Official RecordRecording requested By
WESTERN TITLE COMPANY

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$20.00

Page 1 of 7

RPTT:

Recorded By: HB

Book- 293 Page- 0122

A. P. Nos:
008-251-03, 008-251-04,
008-261-05, 008-261-09

No. 47623
Trustee ID: 420973

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

CCT 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, NV HOLDING GROUP, LLC, a Nevada limited liability company, 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 4, as Document No. 127097, and re-recorded on January 16, 2007, in Book 228, on Page 58, as Document No. 128211, Official Records, Lincoln County, Nevada; and

WHEREAS, the terms of said Promissory Note and the Deed of Trust securing said Note were modified and extended pursuant to that certain Modification to Loan Documents Agreement dated August 11, 2008, and executed by BLT ACQUISITION GROUP, LLC, and BLT LINCOLN COUNTY LAND, LLC, as Borrowers, and IRWIN UNION BANK AND TRUST COMPANY, as Lender; and



WHEREAS, the terms of said Promissory Note and the Deed of Trust securing said Note were further modified and extended pursuant to that certain Modification to Loan Documents Agreement dated May 7, 2009, and executed by BLT ACQUISITION GROUP, LLC, and BLT LINCOLN COUNTY LAND, LLC, as Borrowers, and IRWIN UNION BANK AND TRUST COMPANY, as Lender; and

WHEREAS, BLT ACQUISITION GROUP, LLC, BLT LINCOLN COUNTY LAND, LLC, and LOUIS CASTLE, JR., as Borrowers, and IRWIN UNION BANK AND TRUST COMPANY, as Bank, entered into that certain Cross Collateralization and Cross Default Agreement dated May 7, 2009, and recorded June 30, 2009, in Book 249, 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, by document recorded March 25, 2010, in Book 255, 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, was assigned to FIRST SOUTHERN NATIONAL BANK, a national banking association, by document recorded March 25, 2010, in Book 255, Page 272, as Document No. 0135732, Official Records, Lincoln County, Nevada; 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 March 9, 2012, in Book 270, Page 301, 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 did cause Notice of Default and Election To Sell under said Deed of Trust to be recorded November 13, 2014, in Book 291, Page 494, as Document No.



146454, Official Records, Lincoln County, Nevada; and

WHEREAS, the beneficial interest of FIRST SOUTHERN NATIONAL BANK under said Deed of Trust and the note secured thereby, was further assigned to NV HOLDING GROUP, LLC, a Nevada limited liability company, by document recorded January 30, 2015, in Book 292, Page 507, as Document No. 146770, Official Records, Lincoln County, Nevada; and

WHEREAS, the beneficial interest of FIRST SOUTHERN NATIONAL BANK, under said Cross Collateralization and Cross Default Agreement, was further assigned to NV HOLDING GROUP, LLC, a Nevada limited liability company, by document recorded January 30, 2015, in Book 292, Page 505, as Document No. 146769, Official Records, Lincoln County, Nevada; and

WHEREAS, NV HOLDING GROUP, LLC 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 20th day of MARCH, 2015, at the hour of 11:00 o'clock A.M. on said day, at the entrance to the Lincoln County Courthouse, located at 101 Main Street, in 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: 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: 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 the improvements thereon, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

FURTHER 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 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 leasehold 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;

Claims 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 disposition of all or any part of the Real Property or any of the personal property described herein, 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 certificates, including without limitation all architectural contracts, construction contracts, management contracts, service contracts, maintenance contracts, franchise agreements, license agreement, 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, modifications of, and supplements, accessions, addend 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.

The property address is purported to be certain vacant real property under Assessor Parcel Nos: 008-261-05, 008-251-03, 008-251-04, and 08-261-09, Nevada. The current outstanding principal balance is approximately

\$ 16,797,205.65, which is owed together with interest, late charges, advances, interest on advances, foreclosure fees and costs, and other expenses or costs not herein disclosed. The opening bid amount may be more or less than the outstanding principal balance as indicated.

The undersigned disclaims any liability for the accuracy of the above-described address, APN, or principal balance. Verification of such information can be requested during normal business hours at the office of the Trustee, whose address is 5390 Kietzke Lane, Suite 101, Reno, Nevada 89511, Telephone No. (775) 850-7176.

DATED: 2-24, 2015.

WESTERN TITLE COMPANY, LLC


 JOY M TAGHIOF
 FORECLOSURE OFFICER



STATE OF NEVADA)
) SS.
COUNTY OF WASHOE)

This instrument was acknowledged before me on
2-24-15, 2015, by Joy M. Tappin as
FORECLOSURE OFFICER of/for WESTERN TITLE COMPANY, LLC.

Kristin S. Franco
Notary Public

