

A. P. Nos:  
008-251-03, 008-251-04,  
008-261-05, 008-261-09  
No. 47623-FCL  
Trustee ID: 420973

R.P.T.T. \$ 32,760.00



When recorded mail to:  
NV Holding Group, LLC  
13835 N. Northsight Blvd., #100  
Scottsdale, AZ 85260

Mail tax statements to:  
NV Holding Group, LLC  
13835 N. Northsight Blvd., #100  
Scottsdale, AZ 85260

CCT 42757a

**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.*

TRUSTEE'S DEED

*DL*  
2015

THIS INDENTURE, made and entered into on April 3, ~~2005~~, by and between WESTERN TITLE COMPANY, LLC, a Nevada limited liability company, as Trustee, party of the first part, and NV HOLDING GROUP, LLC, a Nevada limited liability company, party of the second part, whose address is: 13835 N. Northsight Blvd., #100, Scottsdale, AZ 85260.

W I T N E S S E T H:

WHEREAS, BLT ACQUISITION GROUP, LLC, a Nevada limited liability company, and BLT LINCOLN COUNTY LAND, LLC, a Nevada limited liability company, executed a Promissory Note payable to the order of IRWIN UNION BANK AND TRUST CO., in the principal sum of \$16,760,000.00, and bearing interest, and as security for the payment of said Promissory Note said BLT ACQUISITION GROUP, LLC, a Nevada limited liability company, and BLT LINCOLN COUNTY LAND, LLC, a Nevada limited liability company, as Trustor, executed a certain Deed of



Trust and Security Agreement with Assignment of Rents and Fixture Filing to FIRST AMERICAN TITLE INSURANCE COMPANY, Trustee for IRWIN UNION BANK AND TRUST CO., Beneficiary, which Deed of Trust was dated August 11, 2006, and 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 and Forebearance 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, a breach of the obligation for which such transfer in trust as security was made occurred in that default was made in the failure to pay the installment of principal and interest due on March 1, 2012, and in the failure to pay each such monthly installment that thereafter became due; and in the failure to pay the balance of principal and interest that became due on October 1, 2014; and

WHEREAS, FIRST SOUTHERN NATIONAL BANK executed and acknowledged a Notice of Default and Election To Sell the property described in said Deed of Trust to satisfy said indebtedness, and said Notice of Default and Election To Sell was recorded November 13, 2014, in Book 291, Page 494, as Document No. 0146454, Official Records, Lincoln County, Nevada; and

WHEREAS, on November 19, 2014 a copy of said Notice of Default and Election To Sell was mailed by certified mail to the then owner of the property hereinafter described and to all other parties entitled by law to such notice; 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, by direction of NEVADA HOLDING GROUP, LLC, a Nevada limited liability company, the said WESTERN TITLE COMPANY, LLC, a Nevada limited liability company, Trustee, gave due and legal notice in each and every manner required by said Deed of Trust and provided by law that it would on the 3rd day of April, 2015, at the hour of 11:00 o'clock A.M., at the entrance to the Lincoln County Courthouse, located at 181 Main Street, in Pioche, Nevada, at public auction to the highest cash bidder in lawful money of the United States of America, the realty described in said Deed of Trust to satisfy the indebtedness due under said Deed of Trust and the Promissory Note secured by it; that said Notice of Sale was recorded on March 12, 2015, in Book 293, Page 471, as Document No. 146967, Official Records, Lincoln County, Nevada; that said Notice of Sale was published in the Lincoln County Record in its issues dated March 13, 2015, March 20, 2015, and March 27, 2015, and said Notice of Sale was posted in a public place, in Pioche, Nevada, namely, at the Lincoln County Courthouse, on March 11, 2015; and

WHEREAS, on March 13, 2015 a copy of said Notice of Sale was mailed by certified mail to the then owner of the property hereinafter described and to all other parties entitled by law to such notice; and

WHEREAS, at the time and place so set for said sale said party of the second part did bid the sum of EIGHT MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$8,400,000.00) for said property, and said sum was the highest and best bid therefor;

NOW, THEREFORE, for and in consideration of the said sum of \$8,400,000.00, the said party of the first part, as Trustee, under and by virtue of the authority vested in it by said Deed of Trust, does hereby grant, bargain, sell and convey, without warranty, unto the party of the second part, and to its successors, and assigns, all that certain real property situate in the County of Lincoln, 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 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, 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.

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.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has caused this conveyance to be executed the day and year first above written.

WESTERN TITLE COMPANY, LLC, a Nevada limited liability company

By:   
JOY M TAGHIOF  
Its: FORECLOSURE OFFICER

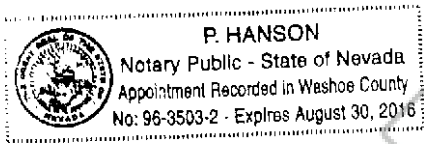


0147408

STATE OF NEVADA )  
 ) SS  
COUNTY OF WASHOE )

This instrument was acknowledged before me on 4.20, 2015, by JOY M. TARTOFF as FORECLOSURE OFFICER of/for WESTERN TITLE COMPANY, LLC.

Notary Public





# STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number(s)  
008-251-03, 008-251-04, 008-261-05,  
008-261-09

Recording requested By  
WESTERN TITLE COMPANY

Lincoln County - NV  
Leslie Boucher - Recorder

2. Type of Property:
- a)  Vacant Land
  - b)  Single Fam. Res.
  - c)  Condo/Twnhse
  - d)  2-4 Plex
  - e)  Apt. Bldg.
  - f)  Comm'l/Ind'l
  - g)  Agricultural
  - h)  Mobile Home
  - i)  Other \_\_\_\_\_

<b>FOR RECORDER</b>	
Document/Instrument #:	_____
Book:	_____ Page: _____
Date of Recording:	_____
Notes:	_____

Page 1 of 1 Fee: \$21.00  
Recorded By: HB RPTT: \$32,760.00  
Book- 295 Page- 0055

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \_\_\_\_\_

Transfer Tax Value: \$ 8,400,000.00

Real Property Transfer Tax Due: 32,760.00

4. **If Exemption Claimed:**
- a. Transfer Tax Exemption, per NRS 375.090, Section: \_\_\_\_\_
  - b. Explain Reason for Exemption: \_\_\_\_\_
5. **Partial Interest: Percentage being transferred: 100%**

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exception, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: \_\_\_\_\_ Capacity **FORECLOSURE OFFICER**

Signature: \_\_\_\_\_ Capacity \_\_\_\_\_

### SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Western Title Company

Address: 5390 Kietzke Ln # 101

City: Reno

State: NV Zip: 89511

### BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: NV HOLDING GROUP, LLC

Address: 13835 N. Northsight blvd # 100

City: Scottsdale

State: AZ Zip: 85260

### COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: WESTERN TITLE CO Esc. #:

Address: 5390 KITEZKE LN # 101

City/State/Zip: RENO, NV 89511

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)