

LINCOLN COUNTY, NV

**2018-155619**

\$35.00

Rec:\$35.00

12/19/2018 03:36 PM

PREMIER AMERICAN TITLE

Pgs=4 AK

OFFICIAL RECORD

LESLIE BOUCHER, RECORDER

**RECORDING REQUESTED BY:**

**WHEN RECORDED MAIL TO:**

National Default Servicing Corporation  
7720 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020

NDSC File No. : 18-01336-QQ-NV  
Title Order No. : 61800926  
APN No. : 011-192-14

**NOTICE OF TRUSTEE'S SALE**

**YOU ARE IN DEFAULT UNDER A DEED OF TRUST, DATED 09/09/2013 UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY; IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.**

Notice is hereby given that **National Default Servicing Corporation** as trustee (or successor trustee, or substituted trustee), pursuant to the Deed of Trust executed by **Kenneth Higbee and Rebecca Higbee, Husband and Wife, also known as Becky Higbee**, dated **09/09/2013** and recorded **09/25/2013** as Instrument No. **Doc # 0144027 Book 282 Pages 115-134** (or Book, Page) of the Official Records of **Lincoln County, State of NV**, and pursuant to the Notice of Default and Election to Sell thereunder recorded **09/05/2018** as Instrument No. **2018-155177** (or Book , Page ) of said Official Records.

**Date and Time of Sale: 01/25/2019 at 11:00 AM**

**Place of Sale: Main Entrance Lincoln County Courthouse, 181 Main Street, Pioche, NV 89063**

Property will be sold at public auction, to the highest bidder for cash (in the forms which are lawful tender in the United States, payable in full at time of sale), all right, title, and interest conveyed to and now held by it under said Deed of Trust, in the property situated in said County and State and more fully described in Exhibit "A" attached hereto and made a part hereof.

The street address and other common designation, if any of the real property described above is purported to be:

**943 Higbee Ranch Lane  
Alamo, NV 89001**

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.

The amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publications of the Notice of Sale is **\$365,067.70** The opening bid at the time of the sale may be more or less than this amount depending on the total indebtedness owed and /or the fair market of the property.

**BENEFICIARY MAY ELECT TO BID LESS THAN THE TOTAL AMOUNT DUE.**

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Notice of Trustee's Sale  
NDSC File No. : 18-01336-QQ-NV

In addition to cash, the Trustee will accept cashier's checks drawn on a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state. In the event tender other than cash is accepted, the Trustee may withhold the issuance of the Trustee's Deed until funds become available to the payee or endorsee as a matter of right.

Said sale will be made, in an "as is" condition, without covenant or warranty, express or implied, regarding title, possession or encumbrances, to satisfy the indebtedness secured by said Deed of Trust, advances thereunder, with interest as provided therein, and the unpaid balance of the Note secured by said Deed of Trust with interest thereon as provided in said Note, plus fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust. The lender is unable to validate the condition, defects or disclosure issues of said property and Buyer waives the disclosure requirements under NRS 113.130 by purchasing at this sale and signing said receipt.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

Date: 12/19/2018

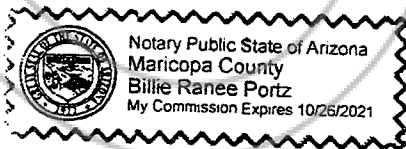
**National Default Servicing Corporation**  
7720 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020  
602-264-6101  
Sales Line : 800-280-2832 Sales Website: [www.ndscorp.com](http://www.ndscorp.com)

By: Rachael Hamilton  
Rachael Hamilton, Trustee Sales Representative

State of: Arizona  
County of: Maricopa

On Dec 19th, 2018, before me, the undersigned, a Notary Public for said State, personally appeared Rachael Hamilton personally known to me 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,



Signature Billie Rane Portz

**Exhibit A**

**NDSC Notice of Sale Addendum**

**NDSC No.** : 18-01336-QQ-NV  
**PROP. ADDRESS** : 943 Higbee Ranch Lane  
Alamo, NV 89001

**COUNTY** : Lincoln

**LEGAL DESCRIPTION :**

2 ACRES, 87,120 SQ FT. MORE PARTICULARLY DESCRIBED AS PARCEL 2 OF THE JOE V. HIGBEE AND VAUGHN M. HIGBEE MAP RECORDED ON MAY 11, 2006 AS FILE NUMBER 126503 PLAT BOOK C, PAGE 201, IN THE OFFICIAL RECORDS OF THE LINCOLN COUNTY RECORDER, PIOCHE, NEVADA 89043

AND

ALL THAT REAL PROPERTY WITHIN THE S 1/2 NE 1/4 SE 1/4 SECTION 31, T. 6 S., R. 61 E., M.D.B. & M, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF A BOUNDARY LINE ADJUSTMENT ADDED TO PARCEL 2 AS SHOWN IN THAT MAP RECORDED IN THE LINCOLN COUNTY RECORDER'S OFFICE IN PLAT BOOK D AT PAGE 032 DOCUMENT NO. 0136617 AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 31 BEARS S 23 DEGREES 32 MINUTES 28 SECONDS E 2171.91' AND WHICH THE NORTHWEST CORNER OF PARCEL 4 AT THE EAST BOUNDARY OF THE ALAMO WEST SIDE ROAD BEARS S 89 DEGREES 40 MINUTES 27 SECONDS W 426.40';

THENCE S 89 DEGREES 40 MINUTES 27 SECONDS W 75.75' TO A REBAR & PLASTIC CAP STAMPED L SMITH PLS 12751 ALONG THE NORTH LINE OF FORMER PARCEL 3;

THENCE S 00 DEGREES 09 MINUTES 13 SECONDS W 319.03 TO A REBAR & PLASTIC CAP  
STAMPED L SMITH  
PLS 12751 ON NORTH SIDE OF THE PRIVATE ROAD EASEMENT BOUNDARY PER PLAT  
BK B AT PG. 277;

THENCE CONTINUING S 00 DEGREES 09 MINUTES 13 SECONDS W 20.08' TO THE  
CENTERLINE OF SAID  
PRIVATE ROAD EASEMENT;

THENCE S 84 DEGREES 46 MINUTES 04 SECONDS E 76.04' ALONG THE CENTERLINE OF  
SAID PRIVATE ROAD  
EASEMENT;

THENCE N 00 DEGREES 09 MINUTES 13 SECONDS E 20.08' TO THE NORTH BOUNDARY  
OF SAID PRIVATE  
ROAD EASEMENT TO A REBAR & PLASTIC CAP STAMPED L SMITH PLS 12751 ALONG  
THE ORIGINAL WEST  
LINE OF PARCEL 2;

THENCE CONTINUING N 00 DEGREES 09 MINUTES 13 SECONDS E 326.39' TO THE POINT  
OF BEGINNING.

CONTAINING 25,964 SQUARE FEET MORE OR LESS.

THE BASIS OF BEARINGS IS THE NORTH LINE OF PARCEL 1, PLAT BK B AT PG. 277  
GIVEN AS N 89 DEGREES  
40 MINUTES 27 SECONDS E.