

APN: 007-370-05

RECORDING REQUESTED BY  
First American Title Company  
2490 Paseo Verde Parkway, Ste.100  
Henderson, NV 89074

AND WHEN RECORDED MAIL TO  
First American Title Company  
2490 Paseo Verde Parkway, Ste.100  
Henderson, NV 89074

**DOC# 224693**

08/14/2013

01:55PM

**Official Record**

Requested By  
FIRST AMERICAN TITLE PASEO VERDE

**Eureka County - NV**

**Mike Rebaleati - Recorder**

Page: 1 of 7 Fee: \$220.00

Recorded By FS RPTT: \$0.00

Book- 0552 Page- 0288



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Trustee Sale No. 2452294-IRK

### **IMPORTANT NOTICE**

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

**IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION.** You may have the legal right for a period of 35 days commencing on the first day following the day upon which the notice of default was recorded and mailed to make good the deficiency in performance or payment. No sale date may be set until three months from the date this notice of default was recorded (which date of recordation appears on this notice).

This amount is **\$115,075.99** as of **07/18/2013** and will increase until your account becomes current.

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 by 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.

**Trustee Sale No. 2452294-IRK**

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 the 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.

To find out the amount you must pay, to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

**Susan Finnerty**  
**4567 Fellows Street**  
**Union City, CA 94587**  
**510-431-3005**  
**209-606-6637**

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.**

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

**NOTICE IS HEREBY GIVEN THAT: FIRST AMERICAN TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION** is the duly appointed Trustee under a Deed of Trust dated, 11/28/2005, executed by **DIAMOND COUNTRY ROADS, LLC** a Nevada limited liability company, as Trustor, to secure certain obligations in favor of **RICHARD E. KEPHART & SUSAN E. FINNERTY, as joint tenants with right of survivorship**, as original Beneficiary under a Deed of Trust recorded on 01/06/2006 as **Document No. 203118** of Official Records in the Office of the Recorder of Eureka County, State of Nevada. Said obligations include **ONE NOTE FOR THE ORIGINAL SUM OF \$115,000.00.**

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Trustee Sale No. 2452294-IRK

That a breach of the obligations for which said Deed of Trust is security has occurred in that payment has not been made of: **THE INSTALLMENTS OF PRINCIPAL AND INTEREST WHICH BECAME DUE 08/18/2010 AND ALL SUBSEQUENT INSTALLMENTS, TOGETHER WITH LATE CHARGES AND PREPAYMENT PENALTY AS SET FORTH IN SAID NOTE AND DEED OF TRUST, ADVANCES, ASSESSMENTS, FEES AND/OR TRUSTEE FEES.**

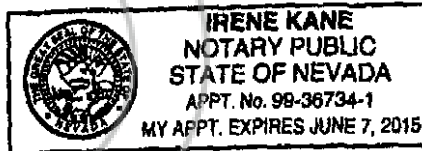
That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration of Default and Demand for Sale, and has surrendered to said Trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Date: AUGUST 7, 2013

First American Title Insurance Company, as Trustee for the Beneficiary.


  
\_\_\_\_\_  
Russell M. Dalton, Vice President

STATE OF NEVADA    )  
                                  ) SS:  
COUNTY OF CLARK    )



This instrument was acknowledged before me

on 8-14-13  
by: Russell M. Dalton, Vice President of First American  
Title Insurance Company

  
\_\_\_\_\_  
Notary Public



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# AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Pursuant to NRS 107.080

APN or Property Address:

007-370-05

Deed of Trust Document Instrument

Number: 203118

STATE OF CALIFORNIA )

COUNTY OF STANISLAUS )

ss:

The affiant, Susan E. Finnerty, being first duly sworn upon oath,

The undersigned affiant does hereby attest under penalty of perjury to the following information, which is based on the direct, personal knowledge of the affiant or the personal knowledge which the affiant acquired by a review of the business records of the beneficiary, the successor in interest of the beneficiary or the servicer of the obligation or debt secured by the deed of trust:

1. The full name and business address of the current trustee or the current trustee's personal representative or assignee is:

First American Title Insurance Company  
A California corporation  
2490 Paseo Verde Parkway, STE 100  
Henderson, NV 89074

The full name and business address of the current holder of the note secured by the Deed of Trust is:

Richard Kephart and Susan Finnerty  
4567 Fellews Street  
Union City, CA 94587



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The full name and business address of the current beneficiary of record of the Deed of Trust is:

Richard Kephart and Susan Finnerty  
4567 Fellows Street  
Union City, CA 94587

The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

N/A

Full Name

Street, City, County, State, Zip

2. The beneficiary [successor in interest of the beneficiary] [trustee] under the deed of trust is in actual or constructive possession of the note secured by the deed of trust.
3. The beneficiary [successor in interest of the beneficiary][servicer of the obligation or debt secured by the deed of trust] [trustee] [attorney representing the beneficiary] has sent to the obligor or borrower of the obligation or debt secured by the deed of trust a written statement containing the following information:
  - a. The amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the terms and conditions of the underlying obligation or debt existing before the deficiency in the performance or payment, as of the date of the statement;
  - b. The amount in default;
  - c. The principal amount of the obligation or debt secured by the deed of trust;
  - d. The amount of accrued interest and late charges;
  - e. A good faith estimate of all fees imposed in connection with the exercise of the power of sale; and
  - f. Contact information for obtaining the most current amounts due and the local or toll-free telephone number described in subparagraph (4).
4. The local or toll-free telephone number that may be called by the obligor or borrower of the obligation or debt to receive the most current amounts due and a recitation of the information contained in this affidavit is (866)512-0924.
5. The date and the recordation number, and the name of each assignee under, each recorded assignment of the deed of trust, which information is based on the knowledge or information as described in NRS 107.080(2)(c)(5)(I-IV), is provided as follows:

N/A

Date

Instrument Number

Name of Assignee



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Dated this 31 day of July, 2013.

Affiant Name: Susan Finnerty

Signed By: Susan Finnerty

Print Name: Susan Finnerty

STATE OF \_\_\_\_\_ )

) ss:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, personally appeared before me, a Notary Public, in and for said County and State, \_\_\_\_\_, known to me to be the persons described in and who executed the foregoing instrument in the capacity set forth therein, who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

**SEE ATTACHED FOR  
NOTORIAL SEAL**

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
SAID COUNTY AND STATE



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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Stanislaus

On July 31, 2013 before me, Kristie Ortega Notary Public

personally appeared Susan Finnerty



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Kristie Ortega

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Notice of Default / Election to sell under (Affidavit of Authority)

Document Date: July 31, 2013 Number of Pages: 3

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Susan Finnerty

Corporate Officer -- Title(s):

Individual

Partner -- Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other:

Signer Is Representing: herself

