

ASSIGNMENT OF MORTGAGE/DEED OF TRUST

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, UNION PLANTERS NATIONAL BANK, as Assignor herein, does hereby ASSIGN, DELIVER, TRANSFER AND SET OVER unto the COMMERCIAL FEDERAL BANK, FSB, as Assignee herein, and to its successors and assigns, all of the interest of Assignor in, to and under a certain Mortgage/Deed of Trust, including all promissory notes and any other indebtednesses of whatsoever nature described therein, said mortgage/deed of trust dated 04/23/1973, made by ROGER WESTENDORF AND CAROL G WESTENDORF HIS WIFE, as mortgagor/borrower, recorded on 04/26/1973 in the Record of Mortgages/Deeds of Trust Book/Volume/Libor: 473, Page/Folio: 873-876, Document #: 65583 in the Office of the Recorder/Register of Deeds/Chancery Court of DOUGLAS County, which said mortgage/deed of trust is secured by a parcel of land commonly known as:

921 DEAN DRIVE, GARDNERVILLE NV 89410

LEGAL, IF REQUIRED IS ATTACHED HERETO

IN WITNESS WHEREOF, Assignor has made and duly executed this assignment to Assignee as of September 24, 1991.

Attest:

UNION PLANTERS NATIONAL BANK

Radonna Bailey
Radonna Bailey
Asst. Vice President

BY *Sandra K. Rodgers*
Sandra K. Rodgers
Vice President

STATE OF TENNESSEE)
)
COUNTY OF SHELBY)

SEAL

Before me, the undersigned Notary Public, within and for said State and County, Duly commissioned and qualified personally, appeared Sandra K. Rodgers, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon her oath, acknowledged herself to be the Vice President of UNION PLANTERS NATIONAL BANK, the within named bargainer, a corporation; and that she as such Vice President being duly authorized so to do, executed the foregoing instrument for the purpose therein contained, by Sandra K. Rodgers, subscribing thereto the name of the corporations, by herself as such.

WITNESS my hand and Notarial Seal at office this 24th day of September, 1991.

Notary Public

Jo Ann Walker

My Commission Expires:

MY COMMISSION EXPIRES JUNE 2, 1992

SEAL

Prepared and Drafted by:
When recorded return to:
Leecie Williams
Union Planters National Bank
Capital Markets Group
6077 Primacy Parkway, Suite 427
Memphis, TN 38119
(901) 762-6472

Assignee's Address:
Commercial Federal Bank, FSB
2120 South 77th Street
Omaha, Nebraska 68124

Assignor's Address:
Union Planters National Bank
6077 Primacy Parkway, Suite 427
Memphis, TN 38119

263663

THIS DEED OF TRUST, made this 23rd day of April A.D., 1973,

by and between ROGER WESTENDORF and CAROL G. WESTENDORF, his wife,

As Trustor, and KIMBERLY INVESTMENT COMPANY,

a corporation duly organized and existing under and by virtue of the laws of the State of California, as Trustee, and

WM. STANWELL COMPANY, as Beneficiary.

(It is distinctly understood that the word "Trustor" and the word "His" referring to the Trustor, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers, as indicated by the context.)

WITNESSETH: That said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of sale, the following described real property situate in the County of Douglas State of Nevada, to-wit:

Lot 32, GARDNERVILLE RANCHOS SUBDIVISION, UNIT NO. 2, as shown on the Official map recorded in the office of the County Recorder on June 1, 1965 in Book 1, of Maps, Document No. 28309 and Title Sheet Amended recorded June 4, 1965 in Book 1 of Maps, Document No. 28377, Douglas County records.,

IN THE EVENT OF TRANSFER OF SAID PROPERTY & ASSUMPTION OF INDEBTEDNESS SECURED HEREBY, A FEE OF \$100.00 WILL BE CHARGED.

[Handwritten initials]

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon the Beneficiary to collect and apply such rents, issues and profits; and also all water and water rights used in connection therewith, all shares of stock evidencing the same, pumping stations, engines, machinery, pipes and ditches; and also all the estate, right, title and interest, homestead, or other claim or demand, as well in law as in equity, which the Trustor now has or hereafter may acquire of, in, and to the said premises, or any part thereof, with the appurtenances.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, upon the trusts hereinafter expressed, namely:

AND NO/100

As security for the payment of (a) TWENTY-NINE THOUSAND NINE HUNDRED/ Dollars (\$29,900.00 ----) in lawful money of the United States of America, with interest thereon in like lawful money and with expenses and counsel fees according to the terms of the Promissory note or notes for said sum executed and delivered by the Trustor to the Beneficiary; (b) such additional amounts as may be hereafter loaned by the Beneficiary or its successor to the Trustor or any of them, or any successor in interest of the Trustor, with interest thereon, and any other indebtedness or obligation of the Trustor or any of them, and any present or future demands of any kind or nature which the Beneficiary, or its successor, may have against the Trustor or any of them, whether created directly or acquired by assignment; whether absolute or contingent; whether due or not, or whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; also as security for the payment and performance of every obligation, covenant, promise or agreement herein or in said note or notes contained. Trustor grants to beneficiary the right to record notice that this deed of trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the trustor for which beneficiary may claim this deed of trust as security.

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REQUESTED BY

Capital Markets Group

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'91 OCT 28 A10:46

SUZANNE BLAUDREAU
RECORDER

263663

\$ 7⁰⁰ PAID K2 DEPUTY

BOOK **1091** PAGE **4582**