

✓ COMMERCIAL FEDERAL MORTGAGE CORPORATION  
SBO DEPARTMENT  
4501 DODGE STREET, 2nd FLOOR  
OMAHA, NE 68132

LOAN: 1916856  
NEVADA

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that on this 31st day of July, 1991, Resolution Trust Corporation in its capacity as Receiver for North Jersey Federal Savings Association, formerly known as Resolution Trust Corporation in its capacity as Conservator for North Jersey Federal Savings Association, formerly known as North Jersey Savings and Loan Association, successor in interest by name change from North Jersey Building and Loan Association; successor by merger to Passaic Savings and Loan Association; successor by merger to Sentry Savings and Loan Association, which was successor in interest by name change from Caldwell-Verona Savings and Loan Association, all filed of record, party of the first part, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to it in hand paid by Commercial Federal Mortgage Corporation, whose principal place of business is \_\_\_\_\_ party of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over unto the said party of the second part, its successors or assigns, a certain Indenture of Mortgage;

MADE by PENDOLA, PATRICK M & ROSEMARY dated 05/20/77 in the original amount of \$ 41,500.00 and recorded in Book No. 577 on Page 1402 in the City of GARDNERVILLE, in the County of DOUGLAS, in the State of NV (FULL LEGAL DESCRIPTION ATTACHED). TO HAVE AND TO HOLD the same unto the said party of the second part, its successors or assigns, forever, subject only to the provision in the said Indenture of Mortgage.

AND it does hereby make, constitute and appoint the said party of the second part its true and lawful attorney, irrevocable, in its name, or otherwise, but at its proper cost and charges, to have, use and take all lawful ways and means for the recovery of all the said money and interest; and in case of payment, to discharge the same as fully as it might or could do if these presents were not made.

IN WITNESS WHEREOF, the said party of the first part has caused its seal to be hereto affixed and attested, and these presents to be signed by its Attorney In Fact for the Resolution Trust Corporation the day and year first above written.

RESOLUTION TRUST CORPORATION IN ITS CAPACITY AS RECEIVER FOR NORTH JERSEY FEDERAL SAVINGS ASSOCIATION, FORMERLY KNOWN AS RESOLUTION TRUST CORPORATION IN ITS CAPACITY AS CONSERVATOR FOR NORTH JERSEY FEDERAL SAVINGS ASSOCIATION, FORMERLY KNOWN AS NORTH JERSEY SAVINGS AND LOAN ASSOCIATION, SUCCESSOR IN INTEREST BY NAME CHANGE FROM NORTH JERSEY BUILDING AND LOAN ASSOCIATION; SUCCESSOR BY MERGER TO PASSAIC SAVINGS AND LOAN ASSOCIATION; SUCCESSOR BY MERGER TO SENTRY SAVINGS AND LOAN ASSOCIATION, WHICH WAS SUCCESSOR IN INTEREST BY NAME CHANGE FROM CALDWELL-VERONA SAVINGS AND LOAN ASSOCIATION, ALL FILED OF RECORD.

Cheryl E. Lawton  
Cheryl E. Lawton  
Attorney In Fact for the Resolution Trust Corporation

WITNESS:  
Bernice Jennings  
Bernice Jennings

STATE OF NEW JERSEY, COUNTY OF PASSAIC ACKNOWLEDGMENT

On this 31st day of July, 1991, before me, the undersigned, a NOTARY PUBLIC, duly commissioned, qualified and acting within and for said County and State, appeared in person, the within named Cheryl E. Lawton to me personally known, Attorney In Fact for Resolution Trust Corporation in its capacity as Receiver for North Jersey Federal Savings Association, formerly known as Resolution Trust Corporation in its capacity as Conservator for North Jersey Federal Savings Association, formerly known as North Jersey Savings and Loan Association, successor in interest by name change from North Jersey Building and Loan Association; successor by merger to Passaic Savings and Loan Association; successor by merger to Sentry Savings and Loan Association, which was successor in interest by name change from Caldwell-Verona Savings and Loan Association, all filed of record, was duly authorized to his/her respective capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes there mentioned and set forth.

Nancy D. Rodrigues  
NANCY D. RODRIGUES  
NOTARY PUBLIC of NEW JERSEY MY COMMISSION EXPIRES: 02/04/93 **SEAL**

PREPARED BY: STEPHENS RESOURCE MANAGEMENT, INC., 111 CENTER STREET, LITTLE ROCK, AR 72201

280914  
BOOK 692 PAGE 2376

191485-6

This form is used in connection with deeds of trust insured under the one-to-four-family provisions of the National Housing Act.

# DEED OF TRUST

46974 PENDOLA

THIS DEED OF TRUST, made this 20th day of May, 19 77.  
by and between PATRICK M. PENDOLA AND ROSEMARY C. PENDOLA

hereinafter called Grantor, and MASON-McDUFFIE COMPANY, INC. hereinafter called Trustee, and

MASON-McDUFFIE INVESTMENT CO. OF NEVADA, a Corporation organized and existing under the laws of the State of Nevada, hereinafter with its successors and assigns called Beneficiary; it being understood that the words used herein in any gender include all other genders the singular number included the plural the plural the singular.

**WITNESSETH:**

WHEREAS, the said Grantor is justly indebted to the said Beneficiary in the sum of FORTY ONE THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$41,500.00-----), legal tender of the United States of America, evidenced by a certain promissory note, bearing even date with these presents, in the words and figures following, to wit:

\$ 41,500.00

Reno, Nevada.  
May 20, 19 77

FOR VALUE RECEIVED, the undersigned promise(s) to pay to

MASON-McDUFFIE INVESTMENT CO. OF NEVADA, a Nevada Corporation, or order, the principal sum of FORTY ONE THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$ 41,500.00-----), with interest from date at the rate of EIGHT----- per centum ( 8.0----- %) per annum on the unpaid balance until paid. The said principal and interest shall be payable at the office of MASON-McDUFFIE INVESTMENT, in BERKELEY, CALIFORNIA, ~~XXXXX~~, or at such other place as the holder hereof may designate in writing in monthly installments of THREE HUNDRED FOUR AND 61/100-----Dollars (\$ 304.61----- ), commencing on the first day of July, 19 77, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June, 2007

If default be made in the payment of any installment under this note, and if the default is not made good prior to the due date of the next such installment, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Presentment, protest, and notice are hereby waived. The drawers and endorsers of this note also waive the benefit of any homestead, exemption, valuation or appraisal laws as to this debt.

/s/ Patrick M. Pendola

In the event of transfer of said property and assumption of any indebtedness secured

/s/ Rosemary C. Pendola

by a fee of \$ 35.00... will be charged.

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH, that the Grantor in consideration of the foregoing, and for the purpose of better securing all the other covenants and conditions of the above note and of this Deed of Trust, and in further consideration of the sum of One Dollar (\$1) legal tender to Grantor in hand paid by the Trustee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, and confirmed, and by these presents does hereby graht, bargain, sell, convey and confirm, unto the said Trustee, its successors and assigns, all that certain lot or parcel of land situated in County of DOUGLAS, State of Nevada, described as follows:

Lot 28, Gardnerville Ranchos Subdivision Unit No. 3, as shown on the Map recorded in the office of the County Recorder on June 1, 1965 in Book 1 of Maps, Document No. 28310, and on the sheet amended June 4, 1965 in Book 1 of Maps, Document No. 28378, Official Records of Douglas County, State of Nevada.

Including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to, or used in connection with the real estate herein described.

TO HAVE AND TO HOLD the said premises, with all the tenements, hereditaments, and appurtenances thereto belonging, unto the Trustee, its successors and assigns forever.

IN AND UPON THE USES AND TRUSTS, HEREINAFTER DECLARED, that is to say:

First. - To permit said Grantor to possess and enjoy said described premises, and to receive the issues and profits thereof until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants herein provided; and upon the full payment of said note and of any extensions

BOOK 260914  
PAGE 692  
PAGE 2377

COPY

REQUESTED BY  
Commercial Federal  
IN OFFICIAL RECORDS OF  
DOUGLAS COUNTY, NEVADA

'92 JUN 15 AM 11:00

SUZANNE DEAN BEAU  
RECORDS  
\$ 7.00 PAID KR DEPUTY  
BOOK 692 PAGE 2378