

RELEASE OF ASSIGNMENT OF EQUIPMENT LEASES

THIS RELEASE OF ASSIGNMENT OF EQUIPMENT LEASES ("Release") is executed as of the 30<sup>th</sup> day of July, 1997, by WELLS FARGO BANK, National Association, hereinafter referred to as "Lender".

R\_E\_C\_I\_T\_A\_L\_S:

WHEREAS:

A. CARSON VALLEY INN, INC., a Nevada corporation and MULREANY ASSOCIATES, a Nevada general partnership (collectively, "Assignors") executed on or about October 13, 1988, in favor of FIRST INTERSTATE BANK OF NEVADA, N.A., an Assignment of Equipment Leases recorded on October 14, 1988, in the Official Records of Douglas County, Nevada in Book 1088 at Page 1765 as Document No. 188516 and rerecorded in the Official Records of Douglas County, Nevada on October 26, 1988 in Book 1088 at Page 3672 as Document No. 187477 (hereinafter the "Original Assignment of Equipment Leases").

B. The Original Assignment of Equipment Leases was amended by: (i) that certain First Amendment to Assignment of Equipment Leases which was dated November 16, 1988 and recorded in the Official Records of Douglas County, Nevada on November 23, 1988 in Book 1188 at Page 3506 as Document No. 191387; and (ii) that certain Second Amendment to Assignment of Equipment Leases which was dated October 23, 1992, and recorded in the Official Records of Douglas County, Nevada on November 24, 1992 in Book 1192 at Page 4529 as Document No. 293963 (collectively, the "Amendments" and together with the Original Assignment of Equipment Leases, the "Assignment of Equipment Leases").

C. Lender is the successor by merger to First Interstate Bank of Nevada, N.A.

D. In consideration of the full satisfaction of the indebtedness secured by the Assignment of Equipment Leases, Lender desires to release all of its right, title and interest in and to the collateral and rights of Assignor which were encumbered and assigned by the Assignment of Equipment Leases.

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LAW OFFICES OF  
HENDERSON & NELSON  
164 HUBBARD WAY  
SUITE B  
RENO, NEVADA 89502

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NOW THEREFORE, in consideration of the foregoing, and other good and valuable considerations, Lender does hereby certify and agree as follows:

1. That it is the owner and holder of the indebtedness mentioned in and secured by the Assignment of Equipment Leases.

2. That the indebtedness secured by the Assignment of Equipment Leases has been fully satisfied and the Assignment of Equipment Leases shall be and is hereby fully cancelled and all collateral and other rights thereby encumbered and assigned are hereby fully released and discharged therefrom.

3. That this Release shall constitute a reassignment by Lender to Assignors, without recourse, warranty or representation, of all of Lender's right, title and interest in and to all collateral and rights held by Lender under the Assignment of Equipment Leases.

IN WITNESS WHEREOF, the undersigned has executed the foregoing instrument as of the day and year first above written.

**LENDER:**

WELLS FARGO BANK, National Association, as the successor by merger to FIRST INTERSTATE BANK OF NEVADA, N.A.

By Darby Watson  
Darby Watson,  
Vice President

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STATE OF NEVADA )  
 ) SS  
COUNTY OF WASHOE )

This instrument was acknowledged before me on July 30, 1997, by DARBY WATSON as Vice President of WELLS FARGO BANK, National Association.

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



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HENDERSON & NELSON  
164 HUBBARD WAY  
SUITE B  
RENO, NEVADA 89502

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REQUESTED BY  
**Stewart Title of Douglas County**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'97 AUG -1 P4:51

LINDA SLATER  
RECORDER  
\$ 9.00 PAID ko DEPUTY