

Aptn of 1121-05-000-003

Submitted for Recordation
By and Return to

Loan Number 6131880004
CA7-701-02-36, BREA POST CLOSING
BANK OF AMERICA - NPC
275 VALENCIA AVENUE
PO BOX 2334
BREA, CA 92822 22300329

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CONSENT TO ENCUMBRANCE OF LEASE AND AMENDMENT TO LEASE

JOSEPH V. ARCE AND CHARLENE ARCE, HUSBAND AND WIFE

is Lessee ("Lessee") under an Agreement of Lease (the "Lease"), dated OCTOBER 08, 1997, with MICHAEL A. CASEY AND CLAUDIA CASEY, HUSBAND AND WIFE AS JOINT TENANTS as Lessor ("Lessor") recorded or a Memorandum of which was recorded on OCTOBER 13, 1997 in Book 1097, Page 2387, Official Instrument No. 0423882 of Official Records of DOUGLAS County, state of NEVADA, pertaining to the property described in Exhibit "A" hereto (the "Leased Property").

1. Lessor (a) consents to Lessee's encumbrance of Lessee's leasehold interest in the Leased Property (the "Leasehold") by mortgage, deed of trust or security deed (the "Security Instrument") in favor of BANK OF AMERICA, N.A.

("Encumbrancer") to secure a note in the principal sum of \$ 89,600.00, and other obligations set forth in the Security Instrument which is recorded concurrently herewith in the Official Records of DOUGLAS County, state of NEVADA, and (b) agrees that the terms hereof shall govern over any provision inconsistent herewith in the Lease.

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ELECTRONIC LASER FORMS, INC. - (800)327-0545

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2. Lessor affirms that as of the date of this Consent, the Lease is in full force and effect and no default or ground for termination thereof exists.

3. An assignment of the Lease of one of the below listed types, made in connection with the Security Instrument, may be made without the consent of Lessor:

(a) Assignment by judicial or non-judicial foreclosure, subject to applicable law, under the Security Instrument, or assignment in lieu of foreclosure; and

(b) Assignment by Encumbrancer, after having obtained an assignment described in (a) above. Any Lease transferee under the provisions of this paragraph 3 shall be liable to perform the obligations of Lessee under the Lease only so long as the transferee holds title to the Leasehold. Any subsequent transfer of the Leasehold may be made only with such written consent of Lessor and subject to the conditions relating thereto as are set forth in the Lease.

4. Lessor may not terminate the Lease because of any default or breach thereunder on the part of Lessee if Encumbrancer, or the trustee under the deed of trust, if applicable, within 90 days after service of written notice on Encumbrancer by Lessor of Lessor's intention so to terminate:

(a) Cures the default or breach if it can be cured by the payment or expenditure of money provided to be paid under the terms of the Lease, or if the default or breach is not so curable, commences, or causes the trustee under the deed of trust to commence, if applicable, and thereafter pursues to completion, steps and proceedings to foreclose on the Leasehold covered by the Security Instrument; and

(b) Keeps and performs all of the covenants and conditions of the Lease requiring the payment or expenditure of money by Lessee until such time as the leasehold is sold upon foreclosure pursuant to the Security Instrument, or is released or reconveyed thereunder, or is transferred upon judicial foreclosure or by an assignment in lieu of foreclosure.

5. Any notice to Encumbrancer provided for in the preceding paragraph may be given concurrently with or after the notice of default to Lessee, as provided in the Lease.

6. Notwithstanding any Lease provision to the contrary, policies of fire and extended coverage insurance shall be carried by Lessee covering the building or buildings constructed on the Leasehold premises with loss payable clause to Encumbrancer, and any disposition of the proceeds thereof in case of loss shall be subject to the rights of the Encumbrancer as provided in the Security Instrument.

7. Any and all eminent domain or condemnation awards or damages shall first be applied in payment of the then outstanding balance, if any, of the loan made to Lessee by Encumbrancer and the balance of the awards and damages, if any, shall be paid to Lessor and Lessee, as their interests may appear.

8. The Lease may be amended, or may be terminated by any party other than as provided in paragraph 5 hereof, only with the prior written consent of Encumbrancer.

9. Lessor hereby waives the right to obtain, for any liability of Lessee that arises, accrues, or is the subject of legal action while the Security Instrument is in existence, a lien on any equipment or furnishings of Lessee that may constitute a part of the Leasehold improvements.

10. The terms hereof shall inure to the benefit of and be binding upon the parties, their successors and assigns.

11. Lessor is aware of, and consents to, the terms and purposes of the note secured by the Security Instrument, and any extensions or renewals thereof.

12. To the extent that this document gives additional rights to Encumbrancer, the Lease is hereby amended and modified for the benefit of Encumbrancer only.

13. Except as provided herein, the Lease shall remain in full force and effect as originally written.

14. UPON AND IMMEDIATELY AFTER THE RECORDING OF THE SECURITY INSTRUMENT, LESSEE, AT LESSEE'S EXPENSE, SHALL CAUSE TO BE RECORDED IN THE OFFICE OF THE COUNTY CLERK OR RECORDER, AS APPLICABLE, IN THE COUNTY IN WHICH THE LEASED PROPERTY IS LOCATED, A DULY EXECUTED AND ACKNOWLEDGED WRITTEN REQUEST FOR A COPY TO LESSOR OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE UNDER THE SECURITY INSTRUMENT AS PROVIDED BY THE STATUTES OF THE STATE WHERE THE LEASED PROPERTY IS LOCATED.

In this Consent the singular number includes the plural, whenever the context so requires.

LESSOR:

_____	Date
_____	Date
_____	Date
_____	Date

LESSEE:

<i>Joseph V Arce</i>	<i>5-23-02</i>
JOSEPH V. ARCE	Date
<i>Charlene Arce</i>	<i>5-23-02</i>
CHARLENE ARCE	Date

_____	Date
_____	Date

(Attach Acknowledgments)

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Attached to Encumbrance of Lease
and Amendment to Lease



STATE OF NEVADA
COUNTY OF Douglas

On 5-23-07, personally appeared before me, a notary public, *Joseph V. Arce
and Charlene Arce *
_____ Who acknowledged the ~~the~~y
executed the above instrument.

Deborah L. Ortiz
Notary Public

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EXHIBIT "A"

The land referred to in this report is situate in Douglas County, State of Nevada, and is described as follows:

Sub Leasehold estate as created by that certain Sub Lease dated May 28, 1998, made by and between MICHAEL A. CASEY and CLAUDIA CASEY, husband and wife as joint tenants, as lessor and JOSEPH V. ARCE and CHARLENE ARCE, husband and wife, as lessee, for the term and upon the terms and conditions contained in said lease recorded May 28, 2002, in Book 0502, Page 8164, as Document No. 543107, of Official Records.

Lot 13, as set forth on Record of Survey for Pineview Development filed for record in the Office of the Douglas County Recorder on October 13, 1997, in Book 1097, Page 2348, as Document No. 423881.

REQUESTED BY
MARQUIS TITLE & ESCROW
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2002 MAY 28 AM 9: 39

LINDA SLATER
RECORDER

\$19⁰⁰ PAID KD DEPUTY

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