

18

REQUESTED BY  
Greenpoint mtg  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2004 JUN 14 AM 10:11

WERNER CHRISTEN  
RECORDER

\$18<sup>00</sup> PAID ke DEPUTY

Loan No.: 0082396680  
A.P.N. No.: 1220-16-210-092  
Requested by:  
✓ Greenpoint Mortgage Funding, Inc.  
2300 Brookstone Centre Parkway  
Columbus, GA. 31904

After recording forward to and mail tax statements to:  
Valanda Corbett  
1287 Manhattan Way  
Gardnerville NV 89460

**Substitution of Trustee and Deed of Full Reconveyance**

GreenPoint Mortgage Funding, Inc. is the owner and holder of the Note secured by the Deed of Trust, dated 08/19/2003, made by Valanda Corbett, Trustors to Marin Conveyancing Corp., Trustee, for the benefit of Mortgage Electronic Registration Systems, Inc., Beneficiary, which Deed of Trust was recorded in the office of the County Recorder of Clark County, Nevada in Book 0803 at Page 13689, File No. 0587704, hereby substitutes Greenpoint Mortgage Funding, Inc. as Trustee in lieu of the above named Trustee under said Deed of Trust.

Greenpoint Mortgage Funding, Inc. hereby accepts said appointment as Trustee, pursuant to the request of said owner and holder and in accordance with the provision of Deed of Trust, does hereby reconvey without warranty to the person or persons legally entitled thereto, all estate now held by it under said Deed Of Trust.

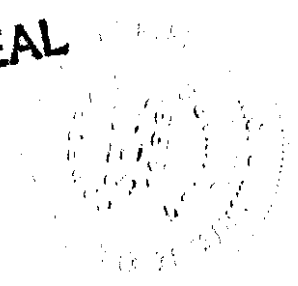
In witness thereof, GreenPoint Mortgage Funding, Inc. has caused these presents to be executed by Linda A. Story-Daw, and Patricia McCart, its Vice Presidents June 4, 2004

Mortgage Electronic Registration Systems, Inc.  
as nominee for GreenPoint Mortgage Funding, Inc.

Patricia D. McCart  
Patricia D. McCart  
Vice President

Linda Story-Daw  
Linda Story-Daw  
Vice President

SEAL



0616004

BK0604PG06558

Loan No.: 0082396680


CORPORATION ACKNOWLEDGEMENT

STATE OF GEORGIA

COUNTY OF MUSCOGEE

On June 4, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Linda A. Story-Daw and Patricia D. McCart personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice Presidents of the corporation that executed the within instrument, and to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its By-Laws or a resolution of its Board of Directors

WITNESS my hand and official seal.

  
Laura E Harris

Notary Public in and for said County and State  
My Commission expires: May 17, 2005



0616004

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contained herein; or of the Trustor becomes insolvent or makes a general assignment for the benefit of creditors; or if a petition in bankruptcy is filed by or against the Trustor, or if a proceeding be voluntarily or involuntarily instituted for reorganization or other debtor relief provided for by the bankruptcy act; OR IF THE TRUSTOR SHALL SELL, TRANSFER, HYPOTHECATE, EXCHANGE OR OTHERWISE BE DIVESTED OF TITLE TO THE ABOVE DESCRIBED PREMISES IN ANY MANNER OR WAY, WHETHER VOLUNTARILY OR INVOLUNTARILY, WHETHER BY THE OPERATION OF LAW OR OTHERWISE; EXCEPT BY DESCENT OR DEVISE; then upon the happening of any such event, the Beneficiary, at its option, may declare all Promissory Notes, sums and obligations secured hereby immediately due and payable without demand or notice, irrespective of the maturity dates expressed therein, and Beneficiary or Trustee may record a notice of such breach or default and elect to cause said property to be sold to satisfy the indebtedness and obligations secured hereby.

3. The following covenants, Nos. 1, 3, 4 (interest 18%), 6, 7 (reasonable attorneys' fees), 8 and 9 of NRS 107.030, when not inconsistent with covenants and provisions contained herein, are hereby adopted and made a part of this Deed of Trust.

4. The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative.

5. The benefits of the covenants, terms, conditions and agreements herein contained shall accrue to, and the obligations thereof shall bind the heirs, representatives, successors and assignees of the parties hereto and Beneficiary hereof.

6. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all other genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

7. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority during the continuance of these trusts to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any obligation hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default Beneficiary may at any time without notice, either in person, or by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any such security of the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such other as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default hereunder or invalidate any act done pursuant to such notice.

8. The trusts created hereby are irrevocable by the Trustor.

9. Beneficiary hereby agrees that in the event of default under the terms of this deed of trust and upon the return to Beneficiary the Exhibit "A" real property that the liability of Trustor shall be limited to all monies paid to date of the return of Exhibit 'A' real property and that no deficiency judgment shall lie against the Trustor. agreement.

10. This Deed of Trust may not be assumed without prior written consent of Beneficiary. Should Beneficiary not declare all sums due in accordance with Paragraph 3 above, then this Deed of Trust may only be assumed when the following conditions have been met: the payment to Beneficiary or assigns of an assumption fee of \$300.00 per interval week; credit approval of the assuming party; completion of an acceptance form and statement of acknowledgements by the assuming party of all condominium documents; and execution of an assumption agreement.

Frank R. Barberis  
Frank R. Barberis  
"Trustor"

\_\_\_\_\_  
"Trustor"

STATE OF CALIFORNIA )  
COUNTY OF SAN MATEO ) ss.

On JUNE 11, 2004, before me, the undersigned, a Notary Public, personally appeared Frank R. Barberis personally known to me (or 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. WITNESS my official hand and seal.

Signature Luther Jordan

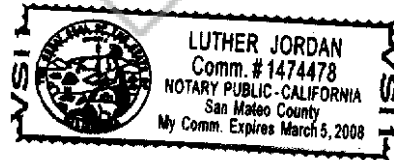


EXHIBIT "A"

(42)

An undivided 1/102nd interest as tenants in common in and to that certain real property and improvements as follows: (A) An undivided 1/48<sup>th</sup> interest in and to Lot 42 as shown on Tahoe Village Unit No. 3 - 14<sup>th</sup> Amended Map, recorded April 1, 1994, as Document No. 333985, Official Records of Douglas County, State of Nevada, excepting therefrom Units 255 through 302 (inclusive) as shown on said map; and (B) Unit No. 275 as shown and defined on said map; together with those easements appurtenant thereto and such easements described in the Fourth Amended and Restated Declaration of Time Share Covenants, Conditions and Restrictions for The Ridge Tahoe recorded February 14, 1984, as Document No. 096758, as amended, and in the Declaration of Annexation of The Ridge Tahoe Phase Seven recorded April 26, 1995, as Document No. 360927, as amended by Amended and Restated Declaration of Annexation of The Ridge Tahoe Phase Seven, recorded May 4, 1995, as Document No. 361461, and as further amended by the Second Amendment to Declaration of Annexation of The Ridge Tahoe Phase Seven recorded on October 17, 1995 as Document No. 372905, and as described in the First Amended Recitation of Easements Affecting the Ridge Tahoe recorded June 9, 1995, as Document No. 363815, and subject to said Declarations, with the exclusive right to use said interest, in Lot 42 only, for one week every other year in ODD - numbered years in accordance with said Declarations.

Together with a 13-foot wide easement located within a portion of Section 30, Township 13 North, Range 19 East, MDB&M, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the Northwest corner of this easement said point bears S. 43°19'06" E., 472.67 feet from Control Point "C" as shown on the Tahoe Village Unit No. 3 - 13<sup>th</sup> Amended Map, Document No. 269053 of the Douglas County Recorder's Office;

thence S. 52°20'29" E., 24.92 feet to a point on the Northerly line of Lot 36 as shown on said 13<sup>th</sup> Amended Map;

thence S. 14°00'00" W. along said Northerly line, 14.19 feet;

thence N. 52°20'29" W., 30.59 feet;

thence N. 37°33'12" E., 13.00 feet to the POINT OF BEGINNING.

A Portion of APN: 1319-30-645-003

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