

Escrow No.:
Loan: 1381R-08-10

WHEN RECORDED MAIL TO:
Housing Capital Company
Attn: Loni Armaz
1825 S. Grant Street, Suite 630
San Mateo, CA 94402

DOC # 740476
03/30/2009 01:57PM Deputy: GB
OFFICIAL RECORD
Requested By:
STEWART TITLE - CARSON
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 3 Fee: 19.00
BK-309 PG-7351 RPTT: 0.00



SPACE ABOVE THIS LINE FOR RECORDER'S USE

**SUBSTITUTION OF TRUSTEE
AND
DEED OF PARTIAL RECONVEYANCE**

The undersigned, present beneficiary under that certain Deed of Trust (herein called the "Deed of Trust") executed by MONTERRA 270, LLC, a Nevada limited liability company, as Trustor, to STEWART TITLE GUARANTY COMPANY, as Trustee, for the benefit of Housing Capital Company, and recorded on June 1, 2007, as Document No. 0702257 Book 0607 Page 0340 of Official Records, in the office of the Douglas County Recorders office, State of Nevada, in accordance with the terms and provisions contained therein DOES HEREBY APPOINT AND SUBSTITUTE THE UNDERSIGNED as the successor and substituted Trustee thereunder, in place and instead of the above named originally designated Trustee, and DOES HEREBY VEST in said substituted and successor Trustee all of the rights, title, estate, powers, duties and trusts conferred by the Deed of Trust upon the Trustee originally named therein; and,

As such duly appointed and substituted successor Trustee, the undersigned DOES HEREBY RELEASE AND RECONVEY, to the person or persons legally entitled thereto, without warranty, a PORTION of the estate, title and interest vested in the original Trustee, and in the undersigned as the substituted and successor Trustee, under the Deed of Trust, namely, that PORTION thereof that is described in Exhibit "A" attached hereto; provided, that all of the property described in the Deed of Trust and not quitclaimed previously or herein, shall continue to be held by the substituted successor Trustee under the terms thereof, and further provided, that this instrument is made without affecting the liability of any party for the payment and performance of the obligations secured thereby, or the unpaid portion thereof, nor shall it affect any rights or obligations of any party to the Deed of Trust.

Dated: March 13, 2009

Beneficiary and substituted Trustee:

HOUSING CAPITAL COMPANY, a Minnesota
general partnership

By: **DFP FINANCIAL, INC.**, a California
corporation, its managing general partner

By: Y. Armaz
Y. Armaz
Its: Vice President

STATE OF CALIFORNIA

)

) ss.

COUNTY OF SAN MATEO

)

On March 19, 2009, before me, Heidi P. Ehrich, a Notary Public, personally appeared Y. Armaz, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



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EXHIBIT "A"
(Description of Property)

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

Lots 94 and 107 as set forth on Final Subdivision Map, Planned Unit Development, PD 02-05 of Monterra Phase I, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on August 24, 2005, in Book 0805, Page 11150, Document No. 653145.



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