

DOC # 756185
12/24/2009 10:15AM Deputy: KE
OFFICIAL RECORD
Requested By:
FIRST CENTENNIAL - RENO
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 4 Fee: 17.00
BK-1209 PG-5930 RPTT: 468.00



APN: 131930614003

RECORDING REQUESTED BY:

First Centennial Title Company of Nevada
Order No. 176505 CT
Escrow Nol. FT090017098

**When Recorded Mail Document
and Tax Statement To:**

Bryan W. Wagner & Rachelle J. Nicolle Trustees.
1568 Barker Court
Gardnerville, NV 89410

RPTT: ^{468.00}~~\$612.00~~

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That U.S. Bank National Association, as trustee, on behalf of the holders of the Home Equity Asset Trust 2005-5, Home Equity Pass Through Certificates, Series 2005-5

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do(es) hereby Grant, Bargain, Sell and

Convey to Bryan W. Wagner and Rachelle J. Nicolle, Trustees, of the Nicolle-Wagner Family Trust, dated August 15, 2000
all that real property situated in Douglas County, State of Nevada, bounded and described as follows:

See "Exhibit A" Legal See "Exhibit Two" Special Warranty Deed for Verbiage

SUBJECT TO: 1. Taxes for the fiscal year 2009-10
2. Covenants, Conditions, Reservations, Rights, Rights of Way and Easements now of record.

Together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

DATED: December 9, 2009



U.S. Bank National Association, as trustee, on behalf of the holders of the Home Equity Asset Trust 2005-5, Home Equity Pass Through Certificates, Series 2005-5

BY: *Debra Reilly*

DEBRA REILLY, DOC. CONTROL OFFICER
Select Portfolio Servicing, Inc. as Attorney in Fact

STATE OF UTAH
COUNTY OF SALT LAKE

I, MELISSA LISTUL, a Notary Public of the County and State first above written, do hereby certify that DEBRA REILLY, DOC. CONTROL OFFICER personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the

DECEMBER 10, 2009

Melissa Listul
Notary Public

My Commission Expires: _____

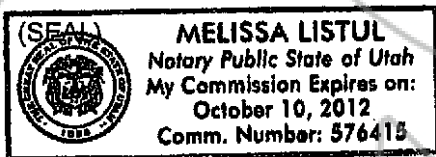




EXHIBIT "A"
Legal Description

All that certain real property situate in the County of Douglas, State of NEVADA, described as follows:

Unit C, as set forth on the Condominium Map of Lot 10 of Second Amended Map of TAHOE VILLAGE UNIT NO. 2, recorded February 2, 1979, as Document No. 29640, Official Records of Douglas County, State of Nevada and Third Amended Map, recorded August 14, 1979, as Document No. 35555

TOGETHER WITH an undivided 1/8th interest in and to that portion designated as Common Area as set forth on the Condominium Map of Lot 10 of Second Amended Map of Tahoe Village Unit No. 2, recorded February 2, 1979, as Document No. 29640, Official Records of Douglas County, State of Nevada.

APN: 1319-30-614-003

End of Report



SPECIAL WARRANTY DEED
Exhibit "Two"

"Grantor covenants that it is seized and possessed of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through, and under it, but not further otherwise."

The following reservations from and exceptions to this conveyance and the warranty of title made herein shall apply.

- (1) All easements, rights-of-way and prescriptive rights whether of record or not, pertaining to any portion(s) of the herein described property (hereinafter, the "Property");
- (2) All valid oil, gas and mineral rights, interest or leases, royalty reservations, mineral interest and transfers of interest of any character, in the oil, gas or minerals of record in any county in which any portion of the Property is located;
- (3) All restrictive covenants, terms, conditions, contracts, provisions, zoning ordinances and other items of record in any county in which any portion of the Property is located pertaining to any portion(s) of the Property, but only to the extent that same are still in effect;
- (4) All presently recorded instruments (other than liens and conveyances by, through or under the Grantor) that affect the Property and any portion(s) thereof;
- (5) Ad valorem taxes, fees and assessments, if any, for the current year and all prior and subsequent years, the payment of which Grantee assumes (at the time of transfer of title), and all subsequent assessments for this and all prior years due to changes(s) in land usage (including, but not limited to, the presence or absence of improvements, if any, on the Property), ownership, or both, the payment of which Grantee assumes; and
- (6) Any conditions that would be revealed by a physical inspection and survey of the Property.