

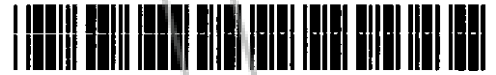
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This instrument prepared by and after recording return to:  
**First Financial Bank NA**  
**Tammy Thomas**  
✓ **500 Washington Street**  
**Columbus IN 47201**

Permanent Index Number: **1320-32-501-016 and 1320-32-612-019**

Street Address: **1572 North Highway 395**  
**Gardnerville NV 89410**

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 Of 10 Fee: 23.00  
BK-0210 PG- 3357 RPTT: 0.00



For Recorder Use Only

### ASSIGNMENT OF DEED OF TRUST AND ASSIGNMENT OF RENTS AND LEASES

FOR VALUE RECEIVED, FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR IRWIN UNION BANK AND TRUST COMPANY, COLUMBUS, IN AND IRWIN UNION, F.S.B. – LOUISVILLE, KY with an office at 1601 Bryan Street, Suite 1700, Dallas, Texas 75201 (“Assignor”), by its Attorney-in-Fact pursuant to the Limited Power of Attorney executed by the Federal Deposit Insurance Corporation (the “FDIC”) on September 25, 2009, a copy of which is attached hereto as Exhibit B hereby sells, assigns, transfers and sets over unto FIRST FINANCIAL BANK, NATIONAL ASSOCIATION, a national banking association, with an office at 300 High Street, Hamilton, Ohio 45011 (“Assignee”), all of its right, title and interest in and to the Deed of Trust (“Deed of Trust”) from **Michael C Gilbert and Angel Kerr-Gilbert JTWR0S** dated **4/22/2002** and recorded by the **Douglas** County, Nevada Recorder of Deeds on **5/02/2002** as Instrument No.**0541240 Book 502 Page 577-584**, and the Assignment of Rents and Leases (“Assignment of Rents”) from **Michael C Gilbert and Angie Kerr-Gilbert JTWR0S** dated **4/22/2002** and recorded by the **Douglas** County, Nevada Recorder of Deeds on **5/02/2002** as Instrument No.**0541241 Book 502 Page 585-591**, which Deed of Trust and Assignment of Rents both encumber the real estate described on Exhibit A attached hereto, together with: (i) the promissory note(s) (whether one or more, the “Note”) secured by the Deed of Trust and the Assignment of Rents and the monies due and to become due thereon; (ii) all of the other documents, agreements and certificates evidencing, governing, guarantying or securing, or executed in connection with, the loan made pursuant to the Note, Deed of Trust and Assignment of Rents (collectively, the “Transaction Documents” and each, individually, a “Transaction Document”); and (iii) all assignable rights, titles, benefits, privileges, liens, security interests, and assignments owned, held, accruing, and to accrue to, and for the benefit of, the Assignor under the Note, the Deed of Trust, the Assignment of Rents and the Transaction Documents.

Assignor and Assignee hereby agree that any cross-collateralization rider or similar provision attached to or incorporated in the Deed of Trust, the Note, the Assignment of Rents or any other Transaction Document is hereby amended to un-cross and exclude any loans not part of

the Loans (as defined in the Purchase Agreement described below) sold and purchased pursuant to the terms of the Purchase Agreement and that neither the Deed of Trust, the Note the Assignment of Rents, or any other Transaction Document shall cross-collateralize or be cross-defaulted with any loans not part of the Loans sold and purchased pursuant to the terms of the Purchase Agreement.

This Assignment is made by Assignor pursuant to the Purchase and Assumption Agreement dated as of September 18, 2009 by and among Assignor, the FDIC, and Assignee (the "Purchase Agreement") and is intended to be effective as of such date.

This Assignment is made without recourse, representation or warranty, express or implied, by the Federal Insurance Deposit Corporation in its corporate capacity or as Receiver.

IN WITNESS WHEREOF, FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR IRWIN UNION BANK AND TRUST COMPANY, COLUMBUS, IN AND IRWIN UNION, F.S.B. - LOUISVILLE, KY has executed this Assignment as of Feb 3, 2010.

FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for Irwin Union Bank and Trust Company, Columbus, IN and Irwin Union, F.S.B. - Louisville, KY


By: Shannon M. Kull Attorney-in-Fact

STATE OF <sup>Ohio</sup> ~~Indiana~~ )  
COUNTY OF Hamilton )

SS:

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of Feb., 2010, by Suannon M. K. White, Attorney-in-Fact for the Federal Deposit Insurance Corporation, Receiver of Irwin Union Bank and Trust Company, Columbus, IN and Irwin Union, F.S.B. - Louisville, KY on behalf of said receiver.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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

My commission expires: None

My county of residence is Hamilton  
Documents created by: Tammy Thomas 812-376-1970  
500 Washington Street  
Columbus IN 47201



JENNIFER L. KINNEN  
Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Section 147.03 R.C.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.



**EXHIBIT A**

**See Attached Legal Description**

COPY

Order No. 00085601-201-CLH

**Legal Description**

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

**PARCEL ONE:**

Portion of West 1/2 of Northeast 1/4 of Northeast 1/4 of Northwest 1/4 of Section 32, Township 13 North, Range 20 East, M.D.B.&M., as follows:

BEGINNING at a point on the Easterly line of First Street of Said Town of Minden, said point bearing South 12°30' East, a distance of 55.52 feet from the intersection of the center line of First Street extended and the centerline of Mono Avenue extended; thence South 26°35' West along the Easterly line of First Street a distance of 216.90 feet to a point on the Southwest corner of the parcel, said point bearing South 63°25' East, a distance of 70 feet from the Southwest corner of Block "P" of said Town of Minden; thence South 63°25' East along the Northerly side of the County Road a distance of 176.15 feet to a point; thence South 44°51' East along the Easterly side of the County Road to a point at the intersection of the County Road and the State Highway right-of-way lines said point being at right angles a distance of 139.16 feet from the center of the Virginia and Truckee Railroad spur; thence North 31°24' West along the Westerly side of said State Highway and paralleling said railroad spur to a point at the intersection of the State Highway right-of-way line with the Easterly line of First Street extended; thence South 26°35' West along the Easterly line of First Street extended to the point of beginning.

EXCEPTING THEREFROM any portion lying within U.S. Highway 395.

Excepting therefrom those portions of said land as described in the following document:  
Deed to County of Douglas, a Political Subdivision recorded June 25, 2001, in Book 0601, Page 6286, Document No. 0517049, Official Records.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain Deed of Trust, recorded in the office of the County Recorder of Douglas County, Nevada on April 5, 2001, in Book 400, Page 625, as Document No. 489363, of Official Records.

Order No. 00085601-201-CLH

Legal Description - Continued

PARCEL 2:

A parcel of land located within a portion of Section 32, Township 13 North, Range 20 East, MDM, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the Southwest corner of this parcel being a point on the Southerly right-of-way line of the County Road realignment, which bears South 26degrees 06'26" East, 1437.22 feet from Town Monument No. 1 as shown on the Map of Minden recorded in Book B at Page 215 of the Douglas County Recorder's Office; thence 79.46 feet along said Southerly right-of-way line and the arc of a curve to the left having a central angle of 25 degrees 17'31" and a radius of 180.00 feet, (chord bears South 86 degrees 18'01" East, 78.81 feet), to a point on the Northerly right-of-way line of the original County Road, (Line A on Exhibit A); thence South 44 degrees 54'00" East, along said Northerly right-of-way line, 365.63 feet to a point on the Southerly right-of-way line of U.S. Highway 395, (Line B on Exhibit A); thence South 31 degrees 28'56" East, along said Southerly right-of-way line of U.S. Highway 395, 10.52 feet to a point on the Easterly line of a proposed 30 foot wide easement (Line C on Exhibit A); thence along said Easterly line the following 4 courses: (1) 31.42 feet along a non-tangent curve to the left having a central angle of 90 degrees 00'00" and a radius of 20.00 feet, (chord bears North 76 degrees 28'56", 28.28 feet), (Line D on Exhibit A); (2) South 58 degrees 31'04" West, 15.12 feet, (Line E on Exhibit A); (3) 3.34 feet along a non-tangent curve to the left having a central angle of 13 degrees 40'56" and a radius of 14.00 feet, (chord bears South 51 degrees 40'36" West, 3.34 feet), (Line F on Exhibit A); (South 44 degrees 50'08" West, 16.74 feet to a point on the back of curb of County Road as it exists on the date of this writing, (Line G on Exhibit A); thence North 44 degrees 54'58" West, 407.07 feet, (Line H on Exhibit A), to the Point of Beginning.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain Deed of Trust, recorded in the office of the County Recorder of Douglas County, Nevada on June 25, 2001, in Book 0601, Page 6292, as Document No. 517050, of Official Records.

THE FOLLOWING AFFECTS PARCELS NO. 1 & 2:

Reference made by Record of Survey for Town of Minden, Douglas County and Michael C. and Angel Kerr Gilbert recorded June 25, 2001, in Book 0601, Page 6324, Document No. 517056, Official Records of Douglas County, State of Nevada.

**EXHIBIT B**

**See Attached Copy of September 25, 2009 FDIC POA**

COPY



200909211200

POA 1/4

**COPY**

**LIMITED POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS, that the FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized and existing under an Act of Congress, hereafter called the "FDIC", hereby designates the individual(s) of First Financial Bank, National Association, set out below (the "Attorney(s)-in-Fact") for the sole purpose of executing the documents outlined below:

Shannon M. Kuhl  
Jill A. Stanton  
Tom Schirmann  
Robert Blust  
C. Douglas Lefferson

Michael Delise  
Richard S. Barbercheck  
J. Franklin Hall  
Anthony M. Stollings  
Gregory A. Gehlmann

WHEREAS, the undersigned has full authority to execute this instrument on behalf of the FDIC under applicable Resolutions of the FDIC's Board of Directors and redelegations thereof.

NOW THEREFORE, the FDIC grants to the above-named Attorney(s)-in-Fact the authority, subject to the limitations herein, as follows:

1. To execute, acknowledge, seal and deliver on behalf of the FDIC as Receiver of Irwin Union Bank and Trust Company and Irwin Union, F.S.B., all instruments of transfer and conveyance, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits and supporting documents as may be necessary or appropriate to evidence the sale and transfer of any asset of Irwin Union Bank and Trust Company and Irwin Union, F.S.B., including all loans held by Irwin Union Bank and Trust Company and Irwin Union, F.S.B. to First Financial Bank, National Association, pursuant to that certain Purchase and Assumption Agreement, dated as of September 18, 2009, between FDIC as Receiver of Irwin Union Bank and Trust Company and Irwin Union, F.S.B and First Financial Bank, National Association.

The form which the Attorney(s)-in-Fact shall use for endorsing promissory notes or preparing allonges to promissory notes is as follows:

Pay to the order of

Without Recourse

FEDERAL DEPOSIT INSURANCE CORPORATION as  
Receiver for Irwin Union Bank and Trust Company, Columbus, IN  
and Irwin Union, F.S.B., Louisville, KY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Attorney-in-Fact



All other documents of assignment, conveyance or transfer shall contain this sentence: "This assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver."

2. FDIC further grants to each Attorney-in-Fact full power and authority to do and perform all acts necessary to carry into effect the powers granted by this Limited Power of Attorney as fully as FDIC might or could do with the same validity as if all and every such act had been herein particularly stated, expressed and especially provided for.

This Limited Power of Attorney shall be effective from September 18, 2009 and shall continue in full force and effect through September 18, 2010, unless otherwise terminated by an official of the FDIC authorized to do so by the Board of Directors ("Revocation"). At such time this Limited Power of Attorney will be automatically revoked. Any third party may rely upon this document as the named individual(s)' authority to continue to exercise the powers herein granted unless a Revocation has been recorded in the public records of the jurisdiction where this Limited Power of Attorney has been recorded, or unless a third party has received actual notice of a Revocation.

IN WITNESS WHEREOF, the FDIC, by its duly authorized officer empowered by appropriate resolution of its Board of Directors, has caused these presents to be subscribed in its name this 25 day of September, 2009.

**FEDERAL DEPOSIT INSURANCE CORPORATION**

By: Janice S. Hearn  
Name: Janice S. Hearn  
Title: Manager of Customer Service  
Dallas Regional Office

(CORPORATE SEAL)

ATTEST: Walter C. Siedentopf  
Name: Walter C. Siedentopf  
Title: Attorney

Signed, sealed and delivered  
in the presence of:

Patricia B. Devoti  
Witness

Name: Patricia B. Devoti

Catherine L. Hammond  
Witness

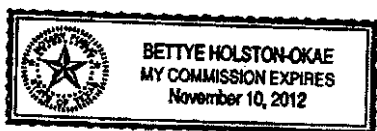
Name: Catherine L. Hammond

**COPY**

STATE OF TEXAS

COUNTY OF DALLAS

On this 25 day of September, 2009, before me, a Notary Public in and for the State of Texas appeared Janice S. Hearn, to me personally known, who, being by me first duly sworn did depose that she is Manager of Customer Service, Dallas Regional Office of the Federal Deposit Insurance Corporation (the "Corporation"), in whose name the foregoing Limited Power of Attorney was executed and subscribed, and the said Limited Power of Attorney was executed and subscribed on behalf of the said Corporation by due authority of the Corporation's Board of Directors, and the said Janice S. Hearn, acknowledged the said Limited Power of Attorney to be the free act and deed of said Corporation.



*Bettye Holston-Okue*  
Notary Public  
My Commission expires: 11-10-12

UNITED STATES OF AMERICA

DISTRICT OF COLUMBIA

On this 28 day of September, 2009, before me, Notary Public in and for the District of Columbia, personally appeared Walter C. Siedentopf, to me known personally, who being by me first duly sworn did depose that he is an Attorney, of the Federal Deposit Insurance Corporation, at the Corporation in whose name the foregoing Power of Attorney has been subscribed, who further said that the seal affixed to the said Power of Attorney is the corporate seal of the said Federal Deposit Insurance Corporation, and that the said Power of Attorney was subscribed on behalf of the said Corporation and its seal thereto affixed by due authority of the Corporation's Board of Directors, and the said Walter C. Siedentopf, acknowledged the said Power of Attorney to be the free act and deed of the said Corporation.

*Ann Laterra*  
Notary Public, District of Columbia  
United States of America  
My Commission expires: \_\_\_\_\_  
SEPTMBER 14, 2010