

OFFICIAL RECORD
Requested By:
STEWART TITLE NORTH TEXAS

Douglas County - NV
Karen Ellison - Recorder

Page: 1 of 3 Fee: 16.00
BK-0310 PG- 1312 RPTT: 0.00

Assessor Parcel No.: 1320-04-001-041

THIS INSTRUMENT PREPARED
BY AND RECORDING
REQUESTED BY AND
WHEN RECORDED MAIL TO:

Andrews Kurth LLP
1717 Main Street, Suite 3700
Dallas, Texas 75201
Attention: Brigitte Kimichik, Esq.



ASSIGNMENT OF MORTGAGE OR DEED OF TRUST

[FOR RECORDING]

FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized and existing under an Act of Congress, as Receiver for Irwin Union Bank and Trust Company, Columbus, IN and Irwin Union Bank, F.S.B., Louisville, KY ("**Assignor**"), for good and valuable consideration paid to Assignor by FIRST FINANCIAL BANK, NATIONAL ASSOCIATION ("**Assignee**"), the receipt and sufficiency of which is hereby acknowledged, has BARGAINED, SOLD, ASSIGNED, CONVEYED and DELIVERED and by these presents does hereby BARGAIN, SELL, ASSIGN, CONVEY and DELIVER unto Assignee, all of Assignor's right, title and interest in and to that certain mortgage or deed of trust (the "**Mortgage**") dated August 4, 2004, executed by Duke Enterprises, LLC ("**Borrower**"), filed in the real property records of Douglas County, State of Nevada, under File No. 0621217, Book 0804, Page 04512, recorded on August 11, 2004, which encumbers certain real property (and/or Borrower's leasehold interests therein, as set forth therein), as more particularly described therein, together with all improvements thereon and all related personal property thereon.

Assignor and Assignee hereby agree that any cross-collateralization rider or similar provision attached to or incorporated in the Mortgage (or any promissory note(s) or other loan documents executed in connection with such Mortgage [collectively "**Loan Documents**"]), if applicable, is hereby amended to un-cross and exclude any loans not part of the Mortgage or Loan Documents described in this Assignment of Mortgage or Deed of Trust (this "**Assignment**") or the Notes and Loan Documents as defined in, sold and purchased pursuant to the terms of, the Loan Sale Agreement (defined below), and that the Mortgage or other Loan Documents described in this Assignment, shall not cross-collateralize or be cross-defaulted with any loans not part of the Mortgage or other Loan Documents described in this Assignment or the

LOAN NO. 701636770
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FIRST FINANCIAL/FDIC

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Notes and Loan Documents described in, sold and purchased pursuant to the terms of, the Loan Sale Agreement.

This Assignment shall inure to the benefit of Assignee and Assignee's heirs, legal representatives, successors and assigns. This Assignment is made pursuant to the terms of a loan sale or similar agreement, between Assignor and Assignee (the "Loan Sale Agreement"). This Assignment is made without recourse, representation or warranty, express or implied, by Assignor, in its corporate capacity or as Receiver for Irwin Union Bank and Trust Company, Columbus, IN and Irwin Union Bank, F.S.B., Louisville, KY.

[SIGNATURE PAGES TO FOLLOW]

Return to Mr. Schridel/131
Stewart Title North Texas
1717 Main St., Suite 3500
Dallas, Texas 75201
Phone: (214) 220-2060

EXECUTED this 28th day of Jan., 2010.

ASSIGNOR:

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

By: [Signature]
Name: Anthony M. Stollings
Title: Attorney in Fact under Limited Power of Attorney
dated September 25, 2009

STATE OF OHIO

§
§
§

COUNTY OF HAMILTON

This instrument was acknowledged before me this 28th day of Jan., 2010, by Anthony M. Stollings, Attorney in Fact under Limited Power of Attorney dated September 25, 2009, for FEDERAL DEPOSIT INSURANCE CORPORATION as Receiver for Irwin Union Bank and Trust Company, Columbus, IN, and Irwin Union Bank, F.S.B., Louisville, KY.

[SEAL]

[Signature]
Notary Public - STATE OF OHIO



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