

APN No. 1320-32-111-019

**WHEN RECORDED, MAIL TO:**

Nevada State Bank  
1525 E. College Parkway  
Carson City, Nevada 89706



The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

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**ASSIGNMENT OF LEASES AND RENTS**

**THIS ASSIGNMENT**, made as of the 15<sup>th</sup> day of April, 2010, by **QTR, LLC**, a Nevada limited liability company, as assignor (the "Assignor") to **NEVADA STATE BANK**, as assignee (the "Assignee").

**WITNESSETH:**

**WHEREAS**, to evidence and secure a loan (the "Loan"), **PATRICK R. CLARK, TRACY L. CLARK, RONALD K. HALL** and **JOAN S. HALL** (collectively, the "Original Borrower"), have made and delivered to Assignee a Promissory Note dated May 15, 2006 (the "Note"), in the original principal amount of \$660,000.00, with interest as therein expressed, and have executed and delivered a Deed of Trust ("Deed of Trust") to secure the Note and creating a lien on certain real property situate in Douglas County, Nevada, more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, including the improvements now or hereafter constructed thereon and the easements, rights and appurtenances thereunto belonging, all of which are hereinafter called the "Premises";



**WHEREAS**, Assignor has acquired all of the right, title and interest the Original Borrower in and to the Premises and has assumed and agreed to pay and perform the obligations of the Original Borrower under the Note and other loan documents executed in connection therewith; and

**WHEREAS**, Assignee has required the assignment hereafter made as a condition to consenting to Assignor's acquisition of the Premises and assumption of the Original Borrower's obligations under the Loan.

**NOW, THEREFORE**, for value received, Assignor hereby grants, transfers, assigns, and sets over to Assignee all rents, issues, and profits of and from the Premises, and in and to all leases ("leases") now or hereafter existing, of all or any part of the Premises.

Without limiting the generality of the foregoing, it is agreed as follows:

1. Assignor hereby absolutely and unconditionally assigns and transfers to Assignee all the leases, income, rent, issues, deposits, profits and proceeds of the Premises to which Assignor may be entitled, whether now due, past due or to become due, and hereby gives to and confers upon Assignee the right, power and authority to collect such income, rents, issues, deposits, profits and proceeds of the Premises to which Assignor may be entitled, whether now due, past due or to become due. The assignment of the leases constitutes an irrevocable direction and authorization of all tenants under the leases to pay all rent, income and profits into an account specified by Assignee upon demand and without further consent or other action by Assignor. Assignor irrevocably appoints Assignee its true and lawful attorney, at the option of Assignee at any time to demand, receive and enforce payment, to give receipts, releases, and satisfactions, and to sue, either in the name of Assignor or in the name of Assignee, for all such income, rents, issues, deposits, profits and proceeds and apply the same to the indebtedness evidenced by the Note. It is understood and agreed that neither the foregoing assignment of leases, income, rents, issues, deposits, profits and proceeds to Assignee nor the exercise by Assignee of any of its rights or remedies hereunder shall be deemed to make Assignee a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Premises or the use, occupancy, enjoyment or operation of all or any portion thereof.

2. Assignor represents that (a) Assignor is the lessor under the terms and provisions of any existing lease, either as the named lessor or as successor in interest to the named lessor; (b) the existing leases, if any, are not in default; (c) Assignor is entitled to receive all the rents, issues and profits and to enjoy all the rents and benefits mentioned herein and assigned hereby; (d) the same have not been heretofore sold, assigned, transferred or set over by any instrument now in force and will not at any time during the term of the Loan be sold, assigned, transferred, or set over by Assignor or any other person or persons taking under or through Assignor, except subject to this assignment; and (e) Assignor has the sole right to sell, assign, transfer, and set over the same and to



grant and confer upon Assignee the rights, interests, powers, and authorities herein granted and conferred.

3. Assignor will from time to time execute any and all instruments requested by Assignee in order to effectuate this assignment and to accomplish any of the purposes that are necessary or appropriate in connection with this assignment including without limitations, specific assignments of any lease or agreement relating to the use and occupancy of the Premises or to any part thereof now or hereafter in effect and not specifically defined herein as an existing lease, as may be necessary or desirable in Assignee's opinion in order to constitute the same an existing lease hereunder.

4. This assignment shall in no way operate to restrict or prevent Assignee from pursuing any remedy which it may now or hereafter have because of any present or future breach of the terms or conditions of the Note, the Deed of Trust, the Loan Agreement or other loan documents.

5. Assignee shall not in any way be responsible for any failure to do any or all of the things for which the rights, interests, power, and authority are herein granted; and Assignee shall not be responsible for or liable under any of the agreements undertaken or obligations imposed upon the lessor under the leases or other agreements with respect to the Premises.

6. Assignee shall be accountable only for such cash as it receives under the terms of this assignment.

7. Assignee's failure to do any of the things or exercise any of the rights, interests, powers, and authority granted hereunder shall not be construed as a waiver of any of the rights, interests, powers, or authorities assigned and granted to the Assignee under this assignment.

8. Assignee may assign this assignment and the rights accruing hereunder to any subsequent assignee and holder of the Note and Deed of Trust.

9. The parties agree that this assignment is effective as of the date hereof, and that upon demand made by the Assignee on the lessee under the leases or on any person liable for any of the rents, issues, and profits of and from the Premises or any part thereof, such lessee or person liable for any of such rents, issues, and profits shall, and is hereby authorized and directed to pay to or upon Assignee's order, and without any inquiry of any nature, all rents then or thereafter accruing under the leases or any other instrument or agreement, oral or written, granting rights to, and creating an obligation to pay, rents, issues, or profits in connection with the Premises.

10. As long as Assignor is not in default in the payment of any indebtedness evidenced by the Note or secured by the Deed of Trust, or in the performance of any obligation, covenant, or