OC # 0764153 5/24/2010 10:47 AM Deputy

OFFICIAL RECORD
Requested By:
FIRST FINANCIAL BANK

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21.00

0.00

This instrument prepared by and after

recording return to:

First Financial Bank Loan Ops/ Sundra Boggs 500 Washington St Columbus IN 47201

Permanent Index Number: 1320-30-712-001

Street Address:

990 Ironwood Drive, Minden, NV 89423

Douglas County - NV Karen Ellison - Recorder

Page: 1 Of 8 Fee: BK-0510 PG-4545 RPTT:



For Recorder Use Only

ASSIGNMENT OF CONSTRUCTION DEED OF TRUST

701836789 Loan number

FOR VALUE RECEIVED, FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR IRWIN UNION BANK AND TRUST COMPANY, COLUMBUS, IN AND IRWIN UNION BANK, 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, and amended April 23, 2010, a copy of which is attached hereto, hereby sells, assigns, transfers and sets over unto FIRST FINANCIAL BANK, N. A., 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 Mortgage ("Mortgage") from Belle Valley Investments, LLC dated October 26, 2005 and recorded by the Douglas County, Nevada Recorder of Deeds on November 21, 2005 as DOC #0661157 BK-1105 PG-8969, which Mortgage encumbers 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 Mortgage 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 and Mortgage (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 Mortgage and the Transaction Documents.

Assignor and Assignee hereby agree that any cross-collateralization rider or similar provision attached to or incorporated in the Mortgage, the Note 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 Mortgage, the Note, 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.



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This Assignment is made by Assignor pursuant to the Purchase and Assumption Agreement dated as of September 18, 2009 by and among the FDIC, Assignor, 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 BANK, F.S.B.-LOUISVILLE, KY has executed this Assignment as of May 13, 2010.

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

Debora L. Cox Attorney-in-Fact STATE OF Indiana)

ss:

COUNTY OF Bartholomew)

The foregoing instrument was acknowledged before me this 13th day of May, 2010, by Debora L. Cox, 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 Faye Michael

My commission expires: 3/5/2015

My county of residence is Bartholomew.

Documents created by: Jackie A Johnson/812-376-1798.

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.

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

Lot 3 as shown on the Final Subdivision Map #03-007 for MINDEN VILLAGE, A PLANNED UNIT DEVELOPMENT recorded in the Office of the County Recorder of Douglas County, Nevada, on May 7, 2004, in Book 0504, at Page 2786, as Document No. 612540.

ASSESSOR'S PARCEL NO. 1320-30-712-001





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
Deborah L. Mays
Debora L. Cox
Michelle R. Sackett
Fred T. Hubbard
Max E. Eaton
Amy M. Craft
Rita D. Shrader
Beverly L. Wilson

Ann K. Fultz
William R. McKale
Renee Rickert Gorbett
Billie Meents
Wanda Artist
Joan Tupin-Crites
Jill Zimmer
Jerry L. Begly
Jennifer L. Kinnen

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 1	he order of
Withou	t Recourse
FEDER	AL DEPOSIT INSURANCE CORPORATION as
Receive	er for Irwin Union Bank and Trust Company, Columbus, IN
and Irw	in Union, F.S.B., Louisville, KY
Ву:	
Name:	
Title:	Attorney-in-Fact

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

FDIC further grants to each Attorney-in-Fact full power and authority to do and 2. 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 April 22, 2010 and shall continue in full force and effect through April 22, 2011, 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 23 day of April, 2010.

> FEDERAL DEPOSIT INSURANCE CORPORATION By:

Name:

Resolutions & Closing Manager Title:

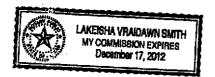
Dallas Regional Office

Signed in the presence of:

Witness Name:

STATE OF TEXAS COUNTY OF DALLAS

On this 23 day of April, 2010, before me, a Notary Public in and for the State of Texas appeared James L. Parrish, to me personally known, who, being by me first duly sworn did depose that he is Resolutions & Closing Manager, 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 James L. Parrish, acknowledged the said Limited Power of Attorney to be the free act and deed of said Corporation.



Notary Public
My Commission expires: |2/17/2012

STATE OF TEXAS COUNTY OF DALLAS

24. 10
On this 23 day of April, 2010, before me, a Notary Public in and for the State of Texas
appeared KEGINA, KIC HACISOO (witness #1) and
appeared REGNA, RIC HALDSOO (witness #1) and (witness #2), to me personally known to be the
persons whose names are subscribed as witness to the foregoing instrument of writing, and after
being duly sworn by me stated on oath that they saw James L. Parrish, Resolutions & Closing
Manager, Dallas Regional Office of the Federal Deposit Insurance Corporation, the person who
executed the foregoing instrument, subscribe the same, and that they had signed the same as a
witness at the request of the person who executed the same.



Pakersha Van Daun Smith
Notary Public
My Commission expires: 12/17/2012

Filed and Recorded Official Public Records John F. Warren, County Clerk Dallas County, TEXAS 04/26/2010 12:29:12 PM \$24.00



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