

OFFICIAL RECORD

Requested By:

LIONEL SAWYER & COLLINS

APN: 1320-29-401-011 and
1219-10-002-005

When Recorded Return To:

First Financial Bank
Loan Operations / Sundra Boggs
500 Washington Street
Columbus, IN 47201

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 6 Fee: 19.00
BK-0610 PG- 1416 RPTT: 0.00



Loan # 702302260 & 2209040507

ASSIGNMENT OF DEEDS OF TRUST AND ASSIGNMENT OF RENTS

This Assignment of Deeds of Trust and Assignment of Rents (the "Assignment") is made this 21st day of May, 2010, by FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR IRWIN UNION BANK AND TRUST COMPANY, COLUMBUS, IN, AND IRWIN UNION, F.S.B. - LOUISVILLE, KY, whose mailing address is 1601 Bryan Street, Suite 1700, Dallas, Texas 75201 ("Assignor"), by its Attorney-in-Fact pursuant to that certain Limited Power of Attorney granted by Assignor on September 25, 2009, and April 23, 2010, to FIRST FINANCIAL BANK, NATIONAL ASSOCIATION, a national banking association, with an office at 300 High Street, Hamilton, Ohio 45011 ("Assignee").

For good and valuable consideration, Assignor, as receiver for Irwin Union Bank and Trust Company, the holder of the beneficial interest in the Transaction Documents (as hereinafter defined), hereby irrevocably assigns, conveys, transfers, sells and sets over unto Assignee, all of its right, title and interest, whether beneficial or otherwise, in and to that certain (i) Deed of Trust, dated as of June 7, 2007, by and between William R. Tomerlin and Marsha L. Tomerlin, Trustees of the Tomerlin Trust Agreement dated 2nd day of February, 1989, as amended ("Trustor"), and Irwin Union Bank and Trust Company ("Beneficiary"), and recorded in the Official Records of Douglas County, Nevada, on June 8, 2007, as Document No. 0702659 (the "395 Deed of Trust"), (ii) Revolving Credit Deed of Trust Security Agreement and Assignment of Rents, dated as of June 22, 2007, by and between William R. Tomerlin and Marsha L. Tomerlin, Trustees of the Tomerlin Trust UAD, February 2, 1989 ("Trustor"), and Irwin Union Bank and Trust Company ("Beneficiary"), and recorded in the Official Records of Douglas County, Nevada, on June 27, 2007, as Document No. 0703895 (the "Foothill Deed of Trust," and, together with the 395 Deed of Trust, the "Deeds of Trust"), (iii) Assignment of Rents, dated as of June 7, 2007, by and between Trustor and Beneficiary, and recorded in the Official Records of Douglas County, Nevada, on June 8, 2007, as Document No. 0702660 (the "Assignment of Rents"), which Deeds of Trust and Assignment of Rents encumber, respectively, the real estate described on Exhibit A attached hereto and incorporated herein by reference, together with: (a) that certain

Promissory Note by and between Trustor and Beneficiary, dated June 7, 2007, in the principal amount of \$1,000,000 (the "395 Note"), secured by the 395 Deed of Trust and the Assignment of Rents and the monies due and to become due thereon with interest, (b) that certain Private Equity Line Agreement by and between Trustor and Beneficiary, dated May 22, 2006, in the principal amount of \$500,000, and that certain Private Equity Line Agreement by and between Trustor and Beneficiary, dated June 22, 2007, in the principal amount of \$900,000 (together, the "Foothill Note," and, together with the 395 Note, the "Notes"), each secured by the Foothill Deed of Trust and the monies due and to become due thereon with interest; (c) all of the other documents, agreements and certificates evidencing, governing, guarantying or securing, or executed in connection with, the loans made pursuant to the Notes, Deeds of Trust and Assignment of Rents (collectively, the "Transaction Documents" and each, individually, a "Transaction Document"); and (d) 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 Notes, the Deeds 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 Deeds of Trust, the Notes, 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 Deeds of Trust, the Notes, 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 Federal Deposit Insurance Corporation, 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 Deposit Insurance Corporation in its corporate capacity or as receiver.

[Signature Appears on Following Page]

[Signature Page to Assignment of Deeds of Trust and Assignment of Rents]

IN WITNESS WHEREOF, the undersigned has executed this Assignment of
Deeds of Trust and Assignment of Rents as of May 21, 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: Debra L Cox

Print: Debora L Cox

Title: Attorney-in-Fact

STATE OF INDIANA)
)ss:
COUNTY OF BARTHOLOMEW)

This Assignment of Deeds of Trust and Assignment of Rents was acknowledged before me this 21st day of May, 2010, by Debora L Cox, of First Financial Bank, 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.

Faye Michael

Notary Public

Faye Michael

**I can be reached at 812-376-1999
My commission expires 3/5/2015.
My county of residence is Bartholomew.**

EXHIBIT A

Legal Description

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

PARCEL 1

All that certain lot, piece or parcel or land situate in the County of Douglas, State of Nevada, described as follows:

A portion of the Southwest ¼ of Section 29, Township 13 North, Range 20 East, M.D.B. & M., Douglas County Nevada, more particularly described as follows:

Commencing at the intersection of the Northerly right-of-way line of U.S. Highway 395, also known as Railroad Avenue, and the Westerly right-of-way line of Seventh Street extended as shown on that certain Record of Survey recorded September 2, 1980, in Book 980, page 057, as Document No. 48058 of the Official Records of Douglas County, thence North 63°25' West along the Northerly right-of-way line of U.S. Highway 395 a distance of 159.00 feet to the TRUE POINT OF BEGINNING; thence continuing North 63°25' West along the Northerly right-of-way line of U.S. Highway 395, a distance of 137.12 feet to a point, thence on a tangent curve to the right with a radius of 18.50 feet and a central angle of 90° an arc length of 29.06 feet to a point; thence North 26°35' East a distance of 21.50 feet to a point; thence on a tangent curve to the right with a radius of 89.50 feet and a central angle of 74°05'19" an arc length of 115.73 feet to a point; thence on a tangent curve to the right with a radius of 13.50 feet and a central angle of 75°54'41" an arc length of 17.89 feet to a point; thence South 3°2' East a distance of 10.79 feet to a point; thence, South 63°25' East a distance of 69.88 feet to a point; thence South 26°35' West a distance of 110.00 feet to the TRUE POINT OF BEGINNING.

APN 1320-29-401-011

The foregoing metes and bounds description previously appeared in that certain Deed of Trust recorded in the Official Records of Douglas County, Nevada, on June 8, 2007, as Document No. 0702659.

PARCEL 2

All that real property situate within a portion of the Southeast Quarter (SE ¼) of Section 9 and a portion of the Southwest Quarter (SW ¼) of Section 10, Township 12 North, Range 19 East Mount Diablo Meridian, County of Douglas, State of Nevada, described as follows:

The South Half (S ½) of the SE ¼ of Section 9, together with a portion of the Southwest Quarter (SW ¼) of the SW ¼ of Section 10, Township 12 North, Range 19 East, M.D.M., more particularly described as follows:

BEGINNING at the corner common to Section 9, 10, 15 and 16, as shown on that Record of Survey to Support a Lot Line Adjustment for William R. Tomerlin Trust, recorded April 17, 1995, in Book 495, at Page 2334, as Document No. 360223, in the Official Records of Douglas County, Nevada.

Thence per said Record of Survey, Document No. 360223, the following four (4) courses and distances:

North 00°10'33" East, 1322.30 feet;
South 72°39'45" East, 690.98 feet;
South 32°06'44" East, 398.52 feet;
South 27°28'12" West, 543.12 feet to an angle point on the westerly line of Lot 14, as shown on that Final Map of Sierra Country Estates, Phase 2, recorded January 27, 2000, in Book 0100, at Page 4088, as Document No. 485130, in the Official Records of Douglas County Nevada;

Thence along said westerly line of Lot 14, South 15°06'11" West, 306.97 feet to a point on the southerly line of said Section 10;

Thence along said southerly line of Section 10, South 89°56'22" West, 544.97 feet to the POINT OF BEGINNING.

APN 1219-10-002-005

The foregoing metes and bounds description previously appeared in that certain Revolving Credit Deed of Trust Security Agreement and Assignment of Rents, recorded in the Official Records of Douglas County, Nevada, on June 27, 2007, as Document No. 0703895.