

18-

OFFICIAL RECORD
Requested By:
FIRST FINANCIAL BANK

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 5 Fee: 18.00
BK-0710 PG- 5317 RPTT: 0.00



This instrument prepared by and after recording return to:
First Financial Bank, N.A.
Sundra Boggs / Loan Operations
500 Washington Street
Columbus, IN 47201

APN: 1320-08-002-004

Street Address:
**2184 & 2178 Taxi Way F, Minden, NV
89423**

**ASSIGNMENT OF DEED OF TRUST AND SECURITY AGREEMENT AND
FIXTURE FILING WITH ASSIGNMENT OF RENTS**

702118090L 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 /91700, 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 April 23, 2010, recorded in Douglas County, on 0764527 BK-0510 PG-6158-6161, as number 0764527 BK-0510 PG-6158-6161, 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 **DEED OF TRUST AND SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF RENTS** from **Minden Aviation Services LP** dated **August 17, 2006** and recorded by the **Douglas County, NV Recorder of Deeds** on **August 25, 2006** as **0683089 Bk0806 Pg9977-**, which **DEED OF TRUST AND SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF RENTS** 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 DEED OF TRUST AND SECURITY AGREEMENT AND FIXTURE FILING WITH 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 and DEED OF TRUST AND SECURITY AGREEMENT AND FIXTURE FILING WITH 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 AND SECURITY AGREEMENT AND FIXTURE FILING WITH 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 AND SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF RENTS, 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 DEED OF TRUST AND SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF RENTS, 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.

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 July 15, 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

By: 

Michelle R Sackett
Attorney-in-Fact



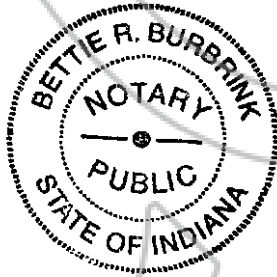
STATE OF Indiana)

ss:

COUNTY OF Bartholomew)

The foregoing instrument was acknowledged before me this, July 15, 2010, by Michelle R Sackett, 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 on behalf of said receiver.

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



Bettie R Burbrink

Notary Public
Bettie R. Burbrink

My commission expires: 5/17/2017

My county of residence is **Bartholomew**.

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.

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



EXHIBIT "A"
LEGAL DESCRIPTION

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

A Leasehold Estate created by the Lease Dated February 8,
2000, Executed by DOUGLAS COUNTY, by the Douglas County
Commissioners, as Lessor to Minden Aviation Services, L.P.,
as Lessee, Recorded February 23, 2000 in Book 0200, Page
3397, as Document No. 486700 Demising and Leasing for a
term of 50 years, beginning March 1, 2000, and First
Amendment to the Lease Agreement, recorded September 14,
2001 in Book 0901, Page 3239, as Document No. 0522776, as
to the following described Parcel 1 premises to wit:

PARCEL 1:

A Parcel of land located within a portion of the Southeast
one-quarter (SE1/4) of Section 8, Township 13 North, Range
20 East, Mount Diablo Meridian, Douglas County, Nevada,
described as follows:

Commencing at Douglas County Airport Control Monument #2 as
shown on that Record of Survey #14 for Douglas County,
Nevada as recorded in Book 488, at Page 239, as Document
No. 175533: thence South 45°24'35" West, 1215.35 feet, to
THE TRUE POINT OF BEGINNING; thence continuing South
44°28'27" West, 277.70 feet; thence South 44°31'33" East,
499.0 feet; thence North 45°28'27" East, 277.70 feet;
thence North 44°31'33" West, 499.0 feet to THE TRUE POINT
OF BEGINNING.

Portion of AFN 1320-08-002-007

PARCEL 2:

Non-exclusive appurtenant rights of access to and use all areas and
facilities of the Airport which are intended for the common
use of all Tenants and occupants of the Airport, including,
but not limited to, the takeoff and landing areas, taxi
areas, reasonable access from the premises, and air control
facilities, as more fully set forth in the Airport Lease
Agreement, Dated February 8, 2000 by and between the DOUGLAS
COUNTY COMMISSIONERS, MINDEN AVIATION SERVICES, L.P., ET
AL, as disclosed in Document Entitled Lease, Recorded
February 23, 2000, in Book 0200, Page 3397, as Document No.
Continued on next page

Hale Lane Peck Dennison and Howard
Attorneys and Counsellors at Law
Reno, Nevada
(775) 327-3000

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svn\174970014\doed\leasehold

Minden Aviation Services

702118090



486700.

*IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE
HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT
RECORDED FEBRUARY 23, 2000, AS FILE NO. 0486700, RECORDED
IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA.*

COOPY

Hale Lane Peek Dennison and Howard
Attorneys and Counsellors at Law
Reno, Nevada
(775) 327-3000

::ODMA\PCDOCS\HLRNODOCS\5537562
svn\174970014\deed(leasehold)

Minden Aviation Services
702 118 090