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**OFFICIAL RECORD**

Requested By:  
**FIRST FINANCIAL BANK**

Douglas County - NV  
Karen Ellison - Recorder

Page: 1 Of 5 Fee: 18.00  
BK-0710 PG- 5337 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: 1320-08-002-007 (portion of)**

Street Address:  
**1150 Airport Road aka 2714 Taxiway G  
Minden, NV 89423**

**ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS**

702150739L 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 **ASSIGNMENT OF LEASES AND RENTS** from **Minden Aviation Services I LP** dated **January 8, 2007** and recorded by the **Douglas County, NV** Recorder of Deeds on **January 18, 2008** as **0716508 Bk 0108 Pg 4116-4125**, which **ASSIGNMENT OF LEASES AND 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 **ASSIGNMENT OF LEASES AND 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 **ASSIGNMENT OF LEASES AND 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 **ASSIGNMENT OF LEASES AND RENTS** and the Transaction Documents.

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Assignor and Assignee hereby agree that any cross-collateralization rider or similar provision attached to or incorporated in the ASSIGNMENT OF LEASES AND 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 ASSIGNMENT OF LEASES AND 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 )

COUNTY OF Bartholomew )

ss:

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 June 1, 2001, Executed by DOUGLAS COUNTY, by the Douglas County Commissioners, as Lessor to Minden Aviation Services I, L.P., as Lessee, Recorded April 12, 2001 in Book 0401, Page 2763, as Document No. 512137 Demising and Leasing for a term of 50 years, beginning June 1, 2001.

PARCEL 1:

A Parcel of land located within a portion of the Southwest one-quarter (SW 1/4) 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;

thence South 45°28'27" West, 277.70 feet;

thence South 44°31'33" East, 374.47 feet;

thence South 45°28'27" West 100.00 feet;

to the TRUE POINT OF BEGINNING;

thence South 45°28'27" West, 670.00 feet;

thence South 44°31'33" East, 65.00 feet;

thence North 45°28'27" East, 670.00 feet;

thence North 44°31'33" West, 65.00 feet;

to the TRUE POINT OF BEGINNING.

This description is based upon Record of Survey Data supplied by Douglas County. No lease boundary survey has

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

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Minden Aviation  
Services 702150739

been conducted.

Portion of APN 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 June 1, 2001 by and between the DOUGLAS COUNTY COMMISSIONERS, MINDEN AVIATION SERVICES I, L.P., as disclosed in Document Entitled Lease, Recorded April 12, 2001, in Book 0401, Page 2763, as Document No. 512137.

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED APRIL 12, 2001, AS FILE NO. 512137, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

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

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*Minden Aviation Services*

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