

18-

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 5 Fee: 18.00
BK-0710 PG-5352 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: 1320-04-001-081

Street Address:
**2566 Business Pky, Unit A, Minden, NV
89423**

ASSIGNMENT OF DEED OF TRUST WITH ASSIGNMENT OF RENTS
701627510L 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 WITH ASSIGNMENT OF RENTS** from Rubicon Industries LLC dated June 7, 2005 and recorded by the Douglas County, NV Recorder of Deeds on June 22, 2005 as 0647527 Bk0605 Pg9882-9898, which **DEED OF TRUST 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 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 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 WITH ASSIGNMENT OF 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 DEED OF TRUST 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 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)

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

ESCROW NO.: 050701525

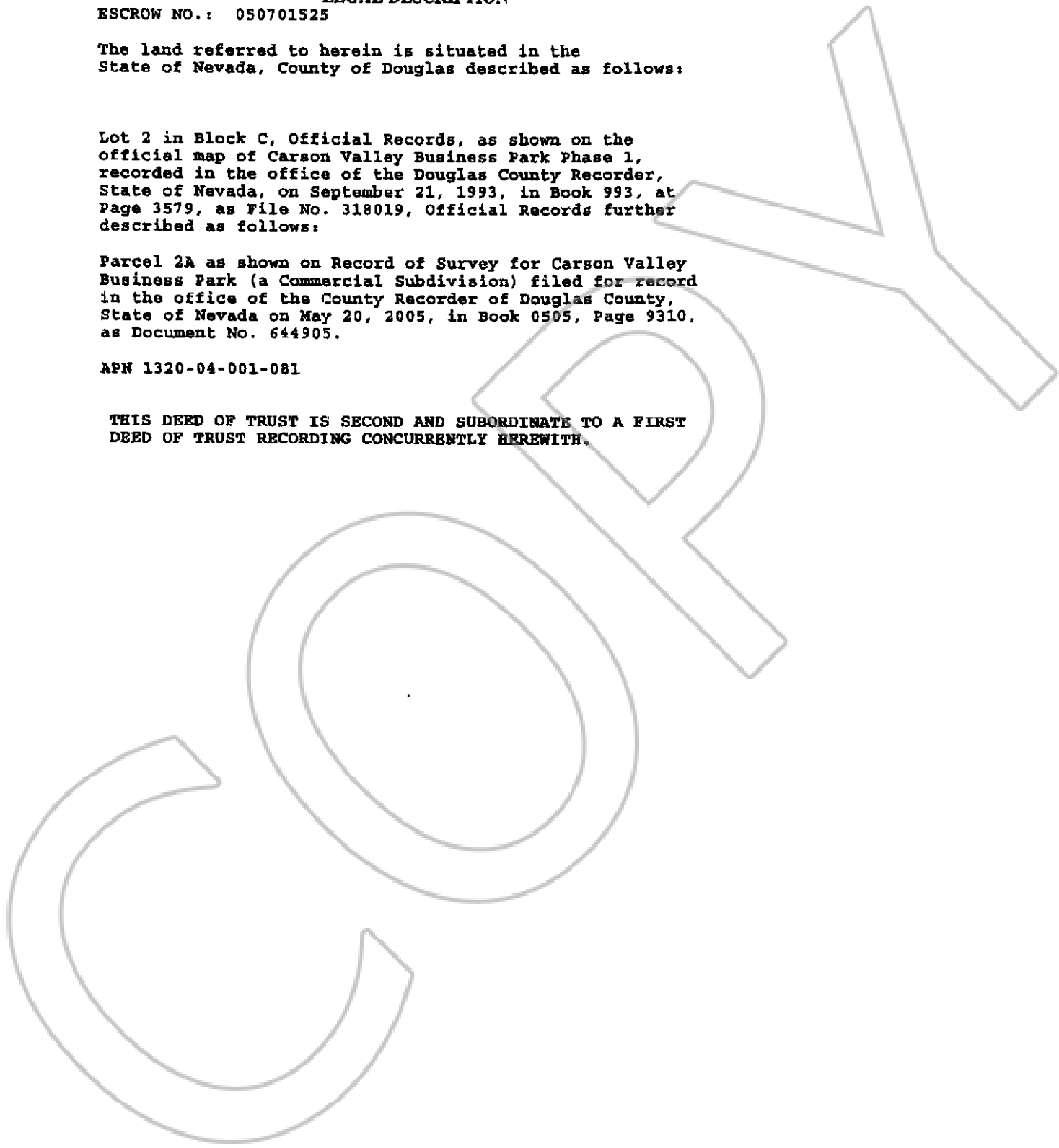
The land referred to herein is situated in the State of Nevada, County of Douglas described as follows:

Lot 2 in Block C, Official Records, as shown on the official map of Carson Valley Business Park Phase 1, recorded in the office of the Douglas County Recorder, State of Nevada, on September 21, 1993, in Book 993, at Page 3579, as File No. 318019, Official Records further described as follows:

Parcel 2A as shown on Record of Survey for Carson Valley Business Park (a Commercial Subdivision) filed for record in the office of the County Recorder of Douglas County, State of Nevada on May 20, 2005, in Book 0505, Page 9310, as Document No. 644905.

APN 1320-04-001-081

THIS DEED OF TRUST IS SECOND AND SUBORDINATE TO A FIRST DEED OF TRUST RECORDING CONCURRENTLY HEREWITH.



Rubicon Industries

701627510

EXHIBIT "B"

ESCROW NO.: 050701525

IN THE EVENT TRUSTOR SHALL SELL, CONVEY OR ALIENATE SAID PROPERTY, OR ANY PART THEREOF, OR ANY INTEREST THEREIN, OR SHALL BE DIVESTED OF THEIR TITLE OR ANY INTEREST THEREIN IN ANY MANNER OR WAY, WHETHER VOLUNTARY OR INVOLUNTARY, WITHOUT THE WRITTEN CONSENT OF THE BENEFICIARY BEING FIRST HAD AND OBTAINED, BENEFICIARY SHALL HAVE THE RIGHT, AT THEIR OPTION, TO DECLARE ANY INDEBTEDNESS OR OBLIGATIONS SECURED HEREBY, IRRESPECTIVE OF THE MATURITY DATE SPECIFIED IN ANY NOTE EVIDENCING THE SAME, IMMEDIATELY DUE AND PAYABLE.

COPY

Rubicon Industries
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