DOC # 0767704 07/28/2010 03:16 PM Deputy: SG OFFICIAL RECORD Requested By: FIRST FINANCIAL BANK

> Douglas County - NV Karen Ellison - Recorder

Page: 1 Of 5 Fee: 18.00 BK-0710 PG-5357 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: 1320-30-702-023

Street Address: 1663 Hwy 395, Minden, NV 89423

## ASSIGNMENT OF DEED OF TRUST AND ASSIGNMENT OF RENTS

701524460L 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 ASSIGNMENT OF RENTS from TEB LLC dated June 25, 2004 and recorded by the Douglas County, NV Recorder of Deeds on June 29, 2004 as 0617353 Bk0604 Pg13910-13922, which DEED OF TRUST AND 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 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 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 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 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 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

Michelle R Sackett Attorney-in-Fact

07/28/2010

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.

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



Exhibi+"A" Legal Description

All that real property situate in the County of Douglas, State of Nevada, described as follows:

## PARCEL ONE:

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All that certain real property situate within a portion of the Northeast one-quarter of the Southeast one-quarter (NE1/4 SE1/4) of Section 30, Township 13 North, Range 20 East, Mount Diablo Meridian, County of Douglas, State of Nevada, described as follows:

A parcel of land as described in that certain Deed, recorded December 28, 1954 in Book B-1 of Deeds, at Page 231, together with a portion of Parcel 2A, as described in those certain Grant Deeds for the Purpose of Adjusting Boundaries, recorded June 25, 1996, in book 0696, at Page 4259, as Document No. 390733, and also as shown on that Record of Survey in Support of a Boundary Line Adjustment Between Parcel 2 and Parcel 4 of Parcel Map for Western Nevada Properties, Inc., ET. AL., recorded March 27, 1996 as Document No. 384165 in the Official Records of Douglas County, Nevada, more particularly described as follows:

COMMENCING at the most Westerly corner of said Parcel 2A marked by a 5/8" rebar with cap, P.L.S. 3209, as shown on said Document No. 384165; thence South 63°25'00" East, 112.32 feet; thence South 26°35'00" West, 144.00 feet; thence South 63°25'00" East, 208.70 feet to the Northwest corner of said parcel of land per Book B-1, Page 231, said point being also on the Southerly line of said Parcel 2A, THE POINT OF BEGINNING; thence North 26°35'00" East, 59.00 feet; thence South 63°25'00" East 151.30 feet; thence South 26°35'00" West, 59.00 feet to a point on the Northerly line of said parcel of land per Book B-1, Page 231, said point being also the most Southerly corner of said Parcel 2A; thence along said Northerly line, South 63°25'00" East, 53.70 feet to the Northeast corner of said parcel of land per Book B-1, Page 231; thence along the Easterly line of said parcel of land per Book B-1, Page 231, said point being on the Northerly right-of-way line of U.S. Highway 395; thence along said Northerly right-of-way line, North 63°25'00" West, 205.00 feet to the Southwest corner of said parcel per Book B-1, Page 231; thence leaving said Northerly right-of-way line, North 63°25'00" East. 208.07 feet to THE POINT OF BEGINNING.

The Basis of Bearing of this description is North 63°25'00" West along the Northerly line of Parcel 2A, as described in those certain Grant Deeds for the Purpose of Adjusting Boundaries, recorded June 25, 1996, in Book 0696, at Page 4259, as Document No. 390733, and also as shown on that Record of Survey in Support of a Boundary Line Adjustment Between Parcel 2 and Parcel 4 of Parcel Map for Western Nevada Properties, Inc., ET. AL., recorded March 27, 1996 as Document No. 384165, in the Official Records of Douglas County, Nevada.

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## Legal Description - Continued

## PARCEL TWO:

Together with that access easement, the terms and conditions contained therein, recorded on April 7, 2004, in Book 0404, Page 03053, as Document No. 609586, Official Records, Douglas County, Nevada.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain BOUNDARY LINE ADJUSTMENT GRANT, BARGAIN, SALE DEED, recorded in the office of the County Recorder of Douglas County, Nevada on MARCH 25, 2004, in Book 0304, Page 11902, as Document No. 608307, of Official Records.



0617353 BK 0604 PG 13922