Assessor's Parcel Number: 1420-29-715-004
Recording Requested By:
Name: houpp
Address: P.O. Box 830
City/State/Zip Oalchust, CA 93644
R.P.T.T.:

DOC # 770036
09/07/2010 03:53PM Deputy: SG
OFFICIAL RECORD
Requested By:
FIRST AMERICANTITLE STAT
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 8 Fee: 46.00
BK-910 PG-1428 RPTT: EX#003

Special Warrants Deed (Title of Document)

\*This document is being re-recorded to correct the grantee's name

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

770036 Page: 2 of 8 09/07/2010

This Document Prepared by Michael B. Johnson, Esq. McCathern Mooty LLP 3710 Rawlins, Suite 1600 Dallas, Texas 75248 Ph: 214.741.2662

When recorded, return to: Stanley F/Knypp/ G. Knapp Janet K. Knypp/ Knapp P.O. Box 830 Oakhurst, CA 93644 BK-910 PG-1429

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Assessor's Parcel No. 1420-29-715-004

\*This document is being re-recorded to correct the grantee's name

FDIC Asset No. 10188000170 1115 Country Club Drive, Minden NV

SPECIAL WARRANTY DEED (Grant, Bargain and Sale Deed)

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### KNOW ALL MEN BY THESE PRESENTS:

FOR VALUABLE CONSIDERATION OF TEN DOLLARS (\$10.00), and other good and valuable consideration, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER OF CARSON RIVER COMMUNITY BANK, hereinafter referred to as "Grantor", does hereby grant, bargain, sell and convey unto STANLEY EGKNAPP and JANET K. KNAPP, husband and wife as joint tenants..., hereinafter referred to as "Grantee", certain real property and the improvements located thereon, lying in the County of Douglas, State of Nevada, to wit:

For legal description of the real property, see Exhibit A attached hereto and made a part hereof for all purposes.

SUBJECT TO taxes for the fiscal year 2010 and all easements, rights-of-way, reservations, restrictions, and conditions of record, if any.

TO HAVE AND TO HOLD TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or in anywise appertaining and any reversions, remainders, rents issues or profits therefrom.

For the same consideration recited above, Grantor hereby BARGAINS, SELLS and TRANSFERS, without warranty, express or implied, all interest, if any, of Grantor in (i) strips or gores, if any, between the Property and abutting or immediately adjacent properties, and (ii) any

SPECIAL WARRANTY DEED - Page 1

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BK-910 PG-1430

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DOC # 769004
08/20/2010 03:26PM Deputy: SG
OFFICIAL RECORD
Requested By:
FIRST AMERICANTITLE STAT
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 6 Fee: 44.00
BK-810 PG-4733 RPTT: 319.80

This Document Prepared by Michael B. Johnson, Esq. McCathern Mooty LLP 3710 Rawlins, Suite 1600 Dallas, Texas 75248 Ph: 214,741,2662

When recorded, return to: Stanley E. Knupp Janet K. Knupp P.O. Box 830 Oakhurst, CA 93644

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Assessor's Parcel No. 1420-29-715-004

FDIC Asset No. 10188000170 1115 Country Club Drive, Minden NV

# SPECIAL WARRANTY DEED (Grant, Bargain and Sale Deed)

#### KNOW ALL MEN BY THESE PRESENTS:

FOR VALUABLE CONSIDERATION OF TEN DOLLARS (\$10.00), and other good and valuable consideration, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER OF CARSON RIVER COMMUNITY BANK, hereinafter referred to as "Grantor", does hereby grant, bargain, sell and convey unto STANLEY E. KNAPP and JANIET K. KNAPP, husband and wife as joint tenants ..., hereinafter referred to as "Grantee", certain real property and the improvements located thereon, lying in the County of Douglas, State of Nevada, to wit:

For legal description of the real property, see Exhibit A attached hereto and made a part hereof for all purposes.

SUBJECT TO taxes for the fiscal year 2010 and all easements, rights-of-way, reservations, restrictions, and conditions of record, if any.

TO HAVE AND TO HOLD TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or in anywise appertaining and any reversions, remainders, rents issues or profits therefrom.

For the same consideration recited above, Grantor hereby BARGAINS, SELLS and TRANSFERS, without warranty, express or implied, all Interest, if any, of Grantor in (i) strips or gores, if any, between the Property and abutting or immediately adjacent properties, and (ii) any

SPECIAL WARRANTY DEED - Page 1

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land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or immediately adjacent to the Property.

This conveyance is made subject and subordinate to all easements, rights-of-way, encumbrances, exceptions, covenants, conditions, restrictions, encroachments, reservations, access limitations and all other matters filed of record as of the date hereof (collectively, the "Permitted Exceptions"), but only to the extent such Permitted Exceptions affect or relate to the Property, and without limitation or expansion of the scope of the special warranty herein contained.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions as aforesaid, unto Grantee, and Grantee's successors and assigns, forever; and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Property, subject to the Permitted Exceptions, unto Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, but with full substitution and subrogation of Grantee in and to all covenants of warranty by parties other than Grantor heretofore given or made with respect to the rights, titles, and interests herein conveyed or any part thereof.

Except as specifically stated herein, Grantor hereby specifically disclaims any warranty, guaranty, or representation, oral or written, past, present or future, of, as, to, or concerning (i) the nature and condition of the Property, including but not by way of limitation, the water, soll, geology and the suitability thereof, and of the Property, for any and all activities and uses which Grantee may elect to conduct thereon or any improvements Grantee may elect to construct thereon, income to be derived therefrom or expenses to be incurred with respect thereto, or any obligations or any other matter or thing relating to or affecting the same; (ii) the manner of construction and condition and state of repair or lack of repair of any improvements located thereon; (iii) except for any warranties contained herein, the nature and extent of any easement, right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and (iv) the compliance of the Property or the operation of the Property with any laws, rules, ordinances, or regulations of any government or other body. THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" BASIS, AND EXCEPT AS OTHERWISE SPECIFIED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, AS TO (a) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (b) THE INCOME TO BE DERIVED FROM THE PROPERTY, (c) THE SUITABILILTY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (d) THE PROPERTY'S COMPLIANCE WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (e) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (f) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF INCORPORATED INTO THE PROPERTY, (g) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (h) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY OTHER THAN THE WARRANTIES OF TITLE AS SET FORTH HEREIN. GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL



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PG-4735

PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS MATERIALS.

BK-910 PG-1432

Grantee, by its acceptance hereof, does hereby assume and agree to pay any and all ad valorem taxes and special assessments pertaining to the Property for calendar year 2010 and subsequent years, there having been a proper proration of advalorem taxes for the current calendar year between Grantor and Grantee. Pursuant to 12 U.S.C. §1825(b)(3), the Federal Deposit Insurance Corporation is not liable for any penalties, fines, fees or court costs resulting from the failure of any person to pay any real property tax, personal property tax, probate or recording tax or any recording or filing fees when due.

[Remainder of page intentionally left blank.]



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In witness whereto, this Deed was executed by the undersigned to be effective as of the day of August, 2010.

#### **GRANTOR**

FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER OF CARSON RIVER COMMUNITY BANK

By: Second Many 8/12/10
Printed Name: Edward L. Massey
Title: Attorney-In-Fact

STATE OF	. §		/ /	
COUNTY OF	§	SS:	/ /	
On the day of		, 2010, personali	/ / /	
of the FEDERAL DEPOSIT IN RIVER COMMUNITY BANK, who				
WITNESS my hand and official seal				

NOTARY PUBLIC in and for said County and State

Grantor's Name, Address and Phone No. FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER OF CARSON RIVER COMMUNITY BANK 1601 Bryan Street Energy Plaza Dallas, Texas 75201 214.741.2662

Grantee's Name, Address and Phone No. Stanley E. Knupp Janet K. Knupp 41375 Singing Hills Circle Ahwahnee, California 93601 559.683.7224

SEND TAX STATEMENTS TO GRANTEE

SPECIAL WARRANTY DEED - Page 4` C.\Documents and Settings\usetingallaghar\Local Settings\Temporary Internet Files\OLK6F\Special Warranty Deed.doc

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California  County of ORANGE  On AUG. 12, 2010 before me,  personally appearedEDWARI	E. FLORES, NOTARY  Here insert Name and Title of the Officer  D. L. MASSEY  Name(s) of Signer(s)
E. FLORES Commission # 1856845 Notary Public - California Orange County My Comm. Expires Jul 5, 2013	Here insent Name and Title of the Officer  D. MASSEY  Name(s) of Signer(s)  who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Though the information below is not required by leand could prevent fraudulent removal at Description of Attached Document Title or Type of Document: Document Date: ALLOWAT, 2, 2010	Signature:  Signature:  Signature of Notary Public  Signature of Notary Public  IONAL  aw, it may prove valuable to persons relying on the document and reattachment of this form to another document.  Number of Pages:  Number of Pages:
Capacity(ies) Claimed by Signer(s)	Country Clerk DR., Mulen, NY
Signer's Name:  Corporate Officer — Title(s):  Individual Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other:  Signer Is Representing:	OF SIGNER



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#### **EXHIBIT A**

#### **Legal Description**

LOT 356, IN BLOCK G, AS SHOWN ON THE FINAL MAP #PO99-02-08 OF SARATOGA SPRINGS ESTATES UNIT 8, A PLANNED DEVELOMENT, FILED IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER ON OCTOBER 18, 2004, AS DOCUMENT NO. 626992.

EXHIBIT A, Legal Description – Solo Page C:\Documents and Settings\justingallagher\Local Settings\Temporary Internet Files\OLK6F\Special Warranty Deed.doc