V. '

APN 1022-14-001-030

WHEN RECORDED MAIL TO: Pierre H. Hascheff, Esq. Pierre A. Hascheff, Chtd P. O. Box 40667 Reno, Nevada 89504 DOC # 0775351
12/13/2010 12:40 PM Deputy: DW
OFFICIAL RECORD
Requested By:
PIERRE A HASCHEFF

Douglas County - NV Karen Ellison - Recorder

Page: 1 Of 7 Fee: 20.00 BK-1210 PG-2989 RPTT: 0.00



ASSIGNMENT OF DEED OF TRUST AND PROMISSORY NOTE

Pierre Hascheff LLC, a Nevada limited liability company ("Transferor") whose address is 1029 Riverside Drive, Reno, Nevada, hereby assigns and transfers unto Riverside Drive Professional Center LLC, a Nevada limited liability company ("Transferee"), whose address is 1029 Riverside Drive, Reno, Nevada, its trustees, administrators and assigns all of its rights, title and beneficial interest in and to the Promissory Note made and entered into on the 15th day of June, 2009, by and between Christopher Brady ("Brady") and Transferor ("Note") and a certain Deed of Trust securing said Note and made and entered into on the 15th day of June, 2009, by and between Transferor designated therein as beneficiary, Brady designated therein as Trustor, and Ticor Title Company designated therein as trustee, which said Deed of Trust is recorded in the Office of the County Recorder of Douglas County, Nevada, Document No. 745180 ("Deed of Trust") describing the land therein as follows:

See Exhibit A attached

By virtue of said Transfer and Assignment, the Transferor does hereby make, constitute and appoint the Transferee as the attorney in fact, in its name or otherwise, at its sole cost, to have, use and take all lawful means for the recovery of said money and interest, and in the case of payment to take all legal and necessary steps requisite to have the Trustee in said Deed of Trust reconvey the property therein described to the Transferee, as fully as the Transferor might or could do on its own behalf.

The Transferor herein authorizes and empowers the trustees named in the aforesaid Deed of Trust to recognize and substitute the Transferee herein named, and all matters connected with the aforesaid Note and Deed of Trust to the same interest and purpose as though the Transferee herein had been originally named as beneficiary under said Deed of Trust and lender under the Note.

This Transfer and Assignment of the Note and Deed of Trust is made by the Transferor and accepted by the Transferee. Brady consents to said Assignment.

1. <u>Payments</u>. By virtue of this Assignment, Brady is authorized to pay Transferee, namely Riverside Drive Professional Center, LLC, and said Transferee shall replace the Transferor for all intents and purposes and Brady is authorized to recognize the substitute Transferee herein name as though the

Transferee herein had originally been named as the lender under the Note and as originally named as the beneficiary under said Deed of Trust.

2. <u>Further Assurances</u>. Transferor shall execute, acknowledge and deliver, at Transferor's sole cost and expense, all such further acts, conveyances, assignments, estoppel certificates, notices of assignment, transfers and assurances as Transferee may require from time to time to better assure, convey, assign, transfer and confirm to Transferee, the rights now or hereafter intended to be granted to Transferee under this Assignment or under any other instrument under which Transferor may be or may hereafter become bound to convey or assign to Transferee for carrying out the intention or facilitating this Assignment.

3. Miscellaneous

- 3.1 Attorney in Fact. Transferor hereby irrevocably appoints Transferee its attorney and irrevocable, to give notices or payment instructions to the Trustor in accordance with this Assignment; to take any actions necessary or desirable, in Transferee's sole discretion, to collect the amounts due under the Property, including compromising any amounts due under any item of the Property and acknowledging satisfaction of the Trustor's liability thereunder; to execute and deliver any documents that this Assignment requires Transferor to execute and deliver to Transferee; to take any other actions that this Assignment requires Transferor to take; to endorse and cash checks and other instruments representing proceeds of the Property; and to perform any and all other acts as Transferee in its sole judgment reasonably exercised shall deem necessary or desirable with respect to this Assignment, including the signing and filing of any financing statements necessary or appropriate for the Property.
- 3.2 <u>No Waiver</u>. No failure by Transferee to exercise, and no delay in exercising, any right, power or remedy under this Assignment shall operate as a waiver thereof, nor shall any single or partial exercise by Transferee of any right, power, or remedy under the Assignment preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies in this Assignment are cumulative and are not exclusive of any remedies provided by law.
- 3.3 <u>Notices</u>. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when delivered in person or sent by nationally recognized overnight delivery service to any party hereto at its address above stated or at such other address of which it shall have notified the party giving such notice in writing as aforesaid.
 - 3.4 <u>Amendment</u>. This Assignment may not be amended or modified orally.
- 3.5 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Nevada, except to the extent that the laws of the State of Nevada govern this Assignment and the exercise of rights and remedies hereunder.

BK- 1210 PG- 2991 12/13/2010

IN WITNESS WHEREOF, the Transferor has executed this Assignment of Deed of Trust this day of December . 2010. Transferor: to by Trustor: Pierre Hascheff LLC Name: Pierre A. Hascheff hristopher Brady Title: Manager Transferee: Riverside Drive Professional Genter, LLC Pierre A. Hascheff Title: Manager STATE OF NEVADA) ss. COUNTY OF WASHOE day of 2010, personally appeared before me, a Notary Public, Christopher Brady, personally proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above instrument, who acknowledged to me that he executed the same. NANETTE J. CHILDERS Notary Public - State of Nevada Childers Appointment Recorded in Washoe County No: 99-37541-2 - Expires July 24, 2011 STATE OF NEVADA) ss. COUNTY OF WASHOE On this 3 day of Lecenture, 2010, before me, Notary Public, in and for said county and state personally appeared Pierre A. Hascheff, known to me to be the person who executed the foregoing Assignment of Deed of Trust and Promissory Note and who acknowledged to me that he executed the same in his capacity as Manager of Pierre Hascheff LLC, for and on behalf of said limited liability company, and further that he did so freely and voluntarily and for the uses and purposes therein mentioned. Motary Public J. Childlers NANETTE J. CHILDERS Notary Public - State of Nevada Appointment Recorded in Washoe County

BK- 1210 PG- 2992 12/13/2010

STATE OF NEVADA

) ss.

COUNTY OF WASHOE

On this 3 day of 2010, before me, Notary Public, in and for said county and state personally appeared Pierre A. Hascheff, known to me to be the person who executed the foregoing Assignment of Deed of Trust and Promissory Note and who acknowledged to me that he executed the same in his capacity as Manager of Riverside Drive Professional Center LLC, for and on behalf of said limited liability company, and further that he did so freely and voluntarily and for the uses and purposes therein mentioned.



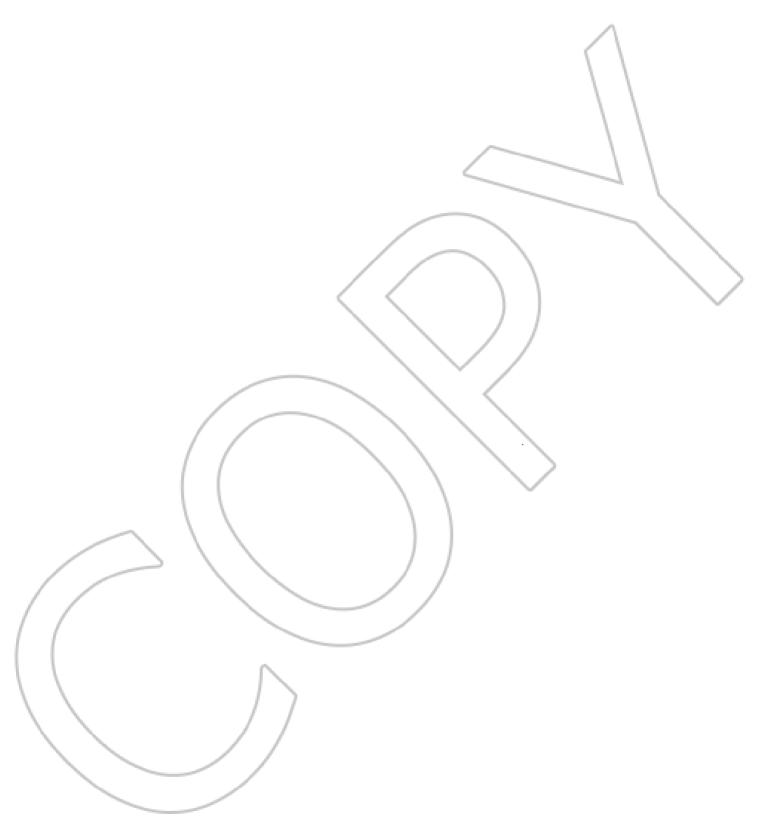
Notary Public

4



0775351 Page: 5 Of 7 12/13/2010

EXHIBIT A



Order No.: 09002106-RR

EXHIBIT A

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

PARCEL 1:

Being all that portion of Sections 13 and 14, Township 10 North, Range 22 East, M.D.B.&M., described as follows:

COMMENCING at the corner common to Sections 11, 12, 13 and 14, Township 10 North, Range 22 East, thence South 06°34'24" West 101.97 feet to the true point of beginning; thence on a curve to the left with a radius of 500 feet through a central angle of 06°08'05" and an arc distance of 53.54 feet; thence South 76°34' West a distance of 486.97 feet; thence South 13°26' East a distance of 998.40 feet; thence South 64°40'43" East a distance of 322.97 feet; thence North 00°17' East a distance of 1232,87 feet to the true point of beginning.

PARCEL 2:

Being all that portion of Section 13 and the East 1/2 of Section 14, Township 10 North, Range 22 East, M.D.B.&M., described as follows:

Non-exclusive easements for roadway and utility purposes and to provide access to State Route No. 3, for the benefit of and appurtenant to the property conveyed hereinabove and shall inure to the benefit of and be used by all persons who may become owners of said land or any parts or portions thereof said easements being 60 feet in width the centerline. of which is described as follows:

COMMENCING at North 4 corner of said Section 14; thence South 89°51' East along the North line of said Section 14, a distance of 792.53 feet to a point; thence South 13°00' East 104.32 feet to a point on the Southerly right-of-way line of State Route No. 3, the true point of beginning; thence along said line South 13°00' East 360.80 feet; thence on a curve to the left the tangent of which bears the last described course having a radius of 500 feet through a central angle of 22°30'00" for an arc distance of 196.35 feet; thence South 35°30' East 2287.85 feet; thence on a curve to the left the tangent of which bears the last described course having a radius of 500 feet through a central angle of 29°15' for an arc distance of 255.25 feet; thence South 64°45' East 1559.09 feet; thence on a curve to the left the tangent of which bears the last described course having a radius of 500 feet through a central angle of 49°29'15" for an arc distance of 431.86 feet; thence North 65°45'45" East 1075.22 feet; thence on a curve to the left the tangent of which bears the last described course having a radius of 500 feet through a central angle of

PG-4448 745180 Page: 24 of 25 06/15/2009

BK-609



16°40'22" for an arc distance of 145.50 feet; thence North 49°05'23" East a distance of 1161.73 feet to the true point of ending.

ALSO COMMENCING at North 1/4 corner of said Section 14; thence South 89°51' East along the North line of said Section 14 a distance of 792.53 feet to a point; thence South 13°00' East 104.32 feet to a point on the Southerly right-of-way line of State Route No. 3; thence South 13°00' East 360.80 feet; thence on a curve to the left the tangent of which bears the last described course having a radius of 500 feet through a central angle of 07°04'13" for an arc distance of 61.70 feet to the true point of beginning; thence North 76°34' East 1706.97 feet; thence on a curve to the right the tangent of which bears the last described course having a radius of 500 feet through a central angle of 28°59'00" for an arc distance of 129.23 feet; thence South 74°27' East a distance of 3465.80 feet to the true point of ending.

NOTE: The above metes and bounds description appeard previously in that certain Grant Deed recorded in the office of the County Recorder of Douglas County, Nevada on November 15, 1995, as Document No. 374846 of Official Records.

Assessor's Parcel Number: 1022-14-001-030

