

12/22/2011 12:54 PM Deputy: OFFICIAL RECORD Requested By: CLOSELINE LLC

> Douglas County - NV Karen Ellison - Recorder

OF 5. Fee: 18.00 Page: BK-1211 PG- 4796 RPTT:



0.00

-----SPACE ABOVE THIS LINE FOR RECORDER'S USE--

PREPARED BY:

CapitalSource Bank 5404 Wisconsin Avenue, Second Floor Chevy Chase, Maryland 20815 Attention: Heather Murphy

AFTER RECORDING RETURN TO:

Closeline Settlements 1300 Piccard Drive, Suite 105 Rockville, MD 20850 1E3-NV-ADD1-1

ASSIGNMENT OF DEEDS OF TRUST

THIS ASSIGNMENT OF DEEDS OF TRUST (this "Assignment") is made and executed as of this 8th day of December, 2011, by Textron Financial Corporation, a Delaware corporation ("Assignor" or "Textron"), in favor of CapitalSource Bank, a California industrial bank ("Assignee").

WITNESSETH:

WHEREAS, capitalized terms used but not defined herein shall have the meanings provided in that certain Purchase Agreement, dated December 8, 2011, (as amended, restated, supplemented, replaced, renewed or otherwise modified from time to time, the "Purchase Agreement"), between Assignee and Assignor; and

WHEREAS, pursuant to the Purchase Agreement, Assignee has agreed to purchase, and Assignor has agreed to sell, upon the terms and conditions set forth in the Purchase Agreement, certain Purchased Assets, including, without limitation, Assignor's right, title and interest in and to an Acquired Portfolio Loan from Assignor to Sierra Tahoe Partners, L.P., a California limited partnership, secured by those certain deeds of trust set forth on <u>Exhibit A</u> attached hereto (the "<u>Assigned Interests</u>").

NOW, THEREFORE, in consideration for the payment of the Purchase Price by Assignee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, assigns, transfers and sets over (in each case, on an absolute basis) to Assignee, and its successors, representatives and assigns, all of Assignor's right, title and interest as beneficiary in the Assigned Interests. Assignor further transfers, sells, conveys and assigns (in each case, on an absolute basis) to Assignee, and its successors, representatives and assigns, all of its right, title and interest in and to the liens and security interests described in the Assigned Interests and the indebtedness secured by the Assigned Interests, together with all of its rights, remedies, powers, options, privileges and immunities therein contained (including all guarantees, supporting obligations and collateral relating thereto), subject in each case to the terms and provisions of the Purchase Agreement.

This Assignment is an absolute assignment. This Assignment is without recourse, representation or warranty, express or implied, upon Assignor, except as set forth in the Purchase Agreement.

If any provision of this Assignment is held to be illegal, invalid or unenforceable under present or future laws effective during the term thereof, such provision shall be fully severable, this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof or thereof, and the remaining provisions hereof or thereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. This Assignment shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of Assignee and its successors and assigns.

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IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first written above.

ASSIGNOR:

a Delaware corporation;

TEXTRON FINANCIAL CORPORATION,

Signed, sealed and delivered

in the presence of:

Name: Title:

Development Los porate

STATE OF New YORK

COUNTY OF Queens

The foregoing instrument was acknowledged before me this 7th day of December, by John Mayers as Executive Vice fresidents Textron Financial 2011, by John Hayers Corporation, a Delaware corporation.

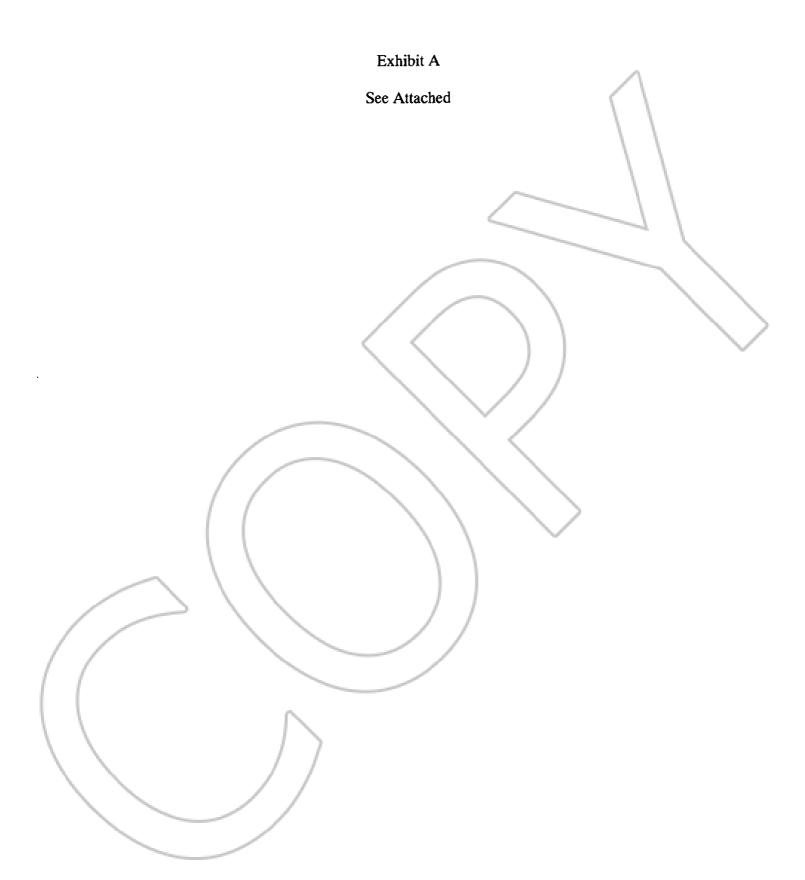
(Notary Seal)

Printed Name: Notary Public - State of My Commission Expires: Feb My Serial Number is: 015c6105307

ANNA SCARPA Motary Public, State of New York No. 01SC6105307 Qualified in Queens County
Demokration Expires February 9, 20/2

Assignment of Deeds of Trust Sierra Tahoe Partners, L.P. Douglas County, Nevada 027549.0299\625752

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Assignment of Deeds of Trust Sierra Tahoe Partners, L.P. <u>Douglas County, Nevada</u> 027549.0299\625752

EXHIBIT A
Sierra Tahoe Partners, L.P., formerly known as GPR Grant Wolf Financial, Co., LLC - Douglas County, Nevada

CONTRACT			Date	100	State Recorded	Deed his		
NUMBER	LAST NAM	E FIRST NAM	E Recorded	Jurisdiction 🔏 🔻	in	No:	Book	Way age
1 42-288-05-C	BIEL	DUSTIN	12/30/2004	DOUGLAS COUNTY	NV	633383	1204	14276-79
2 42-265-44-C	CASES	NORMAN	10/21/2004	DOUGLAS COUNTY	NV	627249	1004	8493-96
3 3718936A	CASEY	DERRIEK	11/26/2003	DOUGLAS COUNTY	NV	598024	1103	12017-20
4 42-265-44-B	JEAN	JIMMY	10/21/2004	DOUGLAS COUNTY	NV	627251	1004	8499-02
5 42-285-33-C	ROBINSON	ANDREW	12/22/2004	DOUGLAS COUNTY	NV	632685	1204	10529-32
6 42-262-47-C	ROMAN	REBECCA	5/20/2004	DOUGLAS COUNTY	NV	613625	504	9295-98
7 28-034-34-B	SHERRELL	CLIFF	7/22/2004	DOUGLAS COUNTY	NV	619450	704	9294-97
8 3720037B	TEJADA	DIANNE	3/25/2004	DOUGLAS COUNTY	€ NV	608296	304	11873-76
9 37-075-30-C	VALDEZ	CECILIA	10/14/2004	DOUGLAS COUNTY	NV	626604	1004	5361-64
10 42-281-02-B	YOST	STEVEN	12/2/2004	DOUGLAS COUNTY	NV	630855	1204	00668-71

