

Requested By:
First American Title Mindel
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 3 Fee: \$19.00
BK-412 PG-3641 RPTT: 0.00



Loan: 1381R-08-10
Apr 13 2012 29610073
WHEN RECORDED MAIL TO:
Housing Capital Company
Attn: Loni Armaz
1825 S. Grant Street, Suite 630
San Mateo, CA 94402

2419214Rt

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**SUBSTITUTION OF TRUSTEE
AND
DEED OF PARTIAL RECONVEYANCE**

The undersigned, present beneficiary under that certain Deed of Trust (herein called the "Deed of Trust") executed by MONTERRA 270, LLC, a Nevada limited liability company, as Trustor, as Trustor, to STEWART TITLE GUARANTY COMPANY, as Trustee, for the benefit of Housing Capital Company, and recorded on June 1, 2007, as Document No. 0702257 Book 0607 Page 0340 of Official Records, in the office of the Douglas County Recorders office, State of Nevada, in accordance with the terms and provisions contained therein DOES HEREBY APPOINT AND SUBSTITUTE THE UNDERSIGNED as the successor and substituted Trustee thereunder, in place and instead of the above named originally designated Trustee, and DOES HEREBY VEST in said substituted and successor Trustee all of the rights, title, estate, powers, duties and trusts conferred by the Deed of Trust upon the Trustee originally named therein; and,

As such duly appointed and substituted successor Trustee, the undersigned DOES HEREBY RELEASE AND RECONVEY, to the person or persons legally entitled thereto, without warranty, a PORTION of the estate, title and interest vested in the original Trustee, and in the undersigned as the substituted and successor Trustee, under the Deed of Trust, namely, that PORTION thereof that is described in Exhibit "A" attached hereto; provided, that all of the property described in the Deed of Trust and not quitclaimed previously or herein, shall continue to be held by the substituted successor Trustee under the terms thereof, and further provided, that this instrument is made without affecting the liability of any party for the payment and performance of the obligations secured thereby, or the unpaid portion thereof, nor shall it affect any rights or obligations of any party to the Deed of Trust.

Dated: April 5, 2012

Beneficiary and Substituted Trustee:

HOUSING CAPITAL COMPANY, a
Minnesota partnership

By: **U.S. Bancorp Construction Funding, Inc.,**
a Minnesota corporation
Its: Managing Partner

By: *[Signature]*
Y. Armaz

Its: Vice President



STATE OF CALIFORNIA

)

COUNTY OF SAN MATEO

) ss.

)

On April 9, 2012, before me, Heidi P. Ehrich, a Notary Public, personally appeared Y. Armaz, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

WITNESS my hand and official seal.

Signature 





EXHIBIT "A"
(Description of Property)

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

Lot 34 in Block B and Lot 95 in Block G as set forth on Final Subdivision Map, Planned Unit Development, PD 02-05 of Monterra Phase I, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on August 24, 2005, in Book 0805, Page 11150, Document No. 653145.

