

DOC # 808741
09/07/2012 02:03PM Deputy: SG

OFFICIAL RECORD

Requested By:

First American Title Paseo
Douglas County - NV
Karen Ellison - Recorder

Page: 1 of 5 Fee: \$18.00
BK-912 PG-1286 RPTT: 3728.40



APN: A Portion Of 1320-08-002-007

Recorded at the Request of:

First American Title Company
2490 Paseo Verde Parkway, Ste.100
Henderson, NV 89074

When Recorded, Mail Tax Statements To:

First Financial Bank, N.A.
255 East 5th Street, Suite 700
Cincinnati, OH 45202

File No. 2411924-RMD

R.P.T.T.: \$ 3,728.40

TRUSTEE'S DEED UPON SALE

First American Title Insurance Company, a California corporation

(herein called Trustee) does hereby grant and convey, but without covenant or warranty, express or implied, to

FIRST FINANCIAL BANK, N.A., a national banking association

(herein called Grantee) the real property in the County of Douglas, State of Nevada, described as follows:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

This conveyance is made pursuant to the authority and powers vested in said Trustee, as Trustee, or Successor Trustee, or Substituted Trustee, under that certain Deed of Trust executed by **MINDEN AVIATION SERVICES LIMITED PARTNERSHIP, A Nevada limited partnership**, as Trustor, recorded on **08/25/2006** as **Document No. 0683089** of Official Records of said County. A Notice of Default was recorded on **09/06/2011** as **Document No. 789126** of Official Records of Douglas County, Nevada. The trustee having complied with all applicable statutory requirements of the State of Nevada and performed all duties required by said Deed of Trust.

A Notice of Trustee's Sale was recorded on **07/16/2012** as **Document No. 805753** of Official Records of Douglas County, Nevada and published once a week for three consecutive weeks commencing on **08/01/2012** in the **Record Courier**, a newspaper of general circulation and at least twenty days before the date fixed therein for sale, a copy of said Notice of Trustee's Sale was posted in public places namely: **Judicial and Law Enforcement Center, 1038 Buckeye F/K/A 1625 8th Street, Minden, NV 89423.**



At the place fixed in said Notice of Trustee's Sale, said Trustee did sell said property above described at public auction on **08/22/2012** to said Grantee, being the highest bidder therefore, for **\$955,620.00** in partial satisfaction of the indebtedness then secured by said Deed of Trust.

IN WITNESS WHEREOF, First American Title Insurance Company, a California corporation as trustee, has this day, caused its corporate name and seal to be affixed hereto and this instrument to be executed by its authorized officer, thereunto duly authorized.

Date: September 7, 2012

First American Title Insurance Company, a California corporation

By:

[Handwritten Signature]
Russell M. Dalton, Vice President

STATE OF NEVADA)

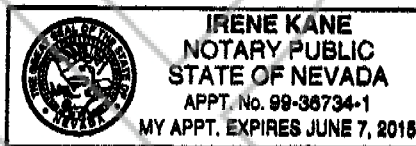
: ss

COUNTY OF CLARK)

This instrument was acknowledged before me on 9-7-12

By: Russell M. Dalton, Vice President
of First American Title Insurance Company

[Handwritten Signature]
Notary Public



Irene Kane
99-36734-1
Exp. 6-7-2015



Exhibit "A"
Legal Description

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

A Leasehold Estate created by the Lease Dated February 8, 2000, Executed by Douglas County, by the Douglas County Commissioners, as Lessor to Minden Aviation Services, L.P., as Lessee, Recorded February 23, 2000 in Book 0200 Page 3397, as Document No.426700. Demising and Leasing for a term of 50 years, beginning March 1, 2000, and First Amendment to the Lease Agreement, recorded September 14, 2001 in Book 0901, Page 3239, as Document No. 0522776, as to the following described Parcel 1 premises to wit;

PARCEL 1:

A Parcel of land located within a portion of the Southeast one-quarter (SE1/4) of Section 8 and the Northeast one-quarter (NE1/4) of Section 17, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, described as follows:

Commencing at Douglas County Airport Control Monument #2 as shown on that Record of Survey #14 for Douglas County, Nevada as recorded in Book 488, at Page 239, as Document No. 175533: thence South 45°24'35" West, 1215.35 feet; to THE TRUE POINT OF BEGINNING; thence continuing South 44°28'27" West, 277.70 feet; thence South 44°31'33" East, 499.0 feet; thence North 45°28'27" East, 277.70 feet; thence North 44°31'33" West, 499.0 feet to THE TRUE POINT OF BEGINNING.

Portion of APN 1320-08-002-007

PARCEL 2:

Non-exclusive appurtenant rights of access to and use all areas and facilities of the Airport which are intended for the common use of all Tenants and occupants of the Airport, including, but not limited to, the takeoff and landing areas, taxi areas, reasonable access from the premises, and air control facilities, as more fully set forth in the Airport Lease Agreement, Dated February 8, 2000 by and between the DOUGLAS COUNTY COMMISSIONERS, MINDEN AVIATION SERVICES, L. P., ET AL, as disclosed in Document Entitled Lease, Recorded February 23, 2000, in Book 0200, Page 3397, as Document No. 486700.

"IN COMPLIANCE WITH NEVADA REVISED STATUE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED FEBRUARY 23, 2000, AS FILE NO. 0486700, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA.



Exhibit "A" (continued)

Together with all right, title and interest:

(a) All buildings and other improvements now or hereafter located on the Land, all water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant), pumps and pumping stations used in connection therewith and all shares of stock evidencing the same, all machinery, equipment, appliances, furnishings, inventory, fixtures, and other property used or useable in connection with the Land and the improvements thereon, including, but not limited to, all storage tanks and pipelines, all gas, electric, heating, cooling, air conditioning, refrigeration and plumbing fixtures and equipment, which have been or may hereafter be attached or affixed in any manner to any building now or hereafter on the Land (the "Improvements").

(b) All the rights, rights of way, easements, licenses, profits, privileges, tenements, hereditaments and appurtenances, now or hereafter in any way appertaining and belonging to or used in connection with the Land and/or the Improvements, and any part thereof or as a means of access thereto, including, but not limited to, any claim at law or in equity, and any after acquired title and reversion in or to each and every part of all streets, roads, highways and alleys adjacent to and adjoining the same.

(c) All rentals, earnings, income deposits, security deposits, receipts, royalties, revenues, issues and profits which, after the date hereof, and while any portion of the indebtedness secured hereby remains unpaid, may accrue from the Land and/or the Improvements and any part thereof, subject, however, to the right, power and authority conferred upon Trustor to collect and apply such proceeds set forth herein.

(d) All deposits made with or other security given to utility companies by Trustor with respect to the Land and/or the Improvements, and all advance payments of insurance premiums made by Trustor with respect thereto and claims or demands relating to such insurance. Any of the foregoing arising or acquired by Trustor after the date hereof, the Land, the Improvements, and the other property described in subparagraphs (a), (b), (c), and (d) of this Section 1.01 are collectively defined hereinafter as the "Property".

The personal property in which a security interest was created pursuant to the Deed of Trust is described as:

(a) all existing and future goods and tangible personal property located on the Property or wherever located now owned or hereafter acquired by Trustor and used or useable in connection with the use, operation or occupancy of the Property including, but not limited to, all appliances, furniture and furnishings, fittings, materials, supplies, equipment and fixtures, and all supplies, and equipment now or hereafter delivered to the Property and installed or used or intended to be installed or used therein; and all renewals or replacements thereof or articles in substitution thereof;



Exhibit "A" (continued)

(b) all general intangibles relating to design, operation, management and use of the Property, including, but not limited to, (i) all names under which or by which the Property or the Improvements may at any time be operated or known, all rights to carry on business under any such names or any variant thereof, and all goodwill in any way relating to the Property, (ii) all permits, licenses, authorizations, variances, land use entitlements, approvals and consents issued or obtained in connection with the operation and use of the Property, (iii) all permits, licenses, approvals, consents, authorizations, franchises and agreements issued or obtained in connection with the use, occupancy or operation of the Property, (iv) all materials prepared for filing or filed with any governmental agency, and (v) all of Trustor's rights under any contract in connection with the development, design, use, operation and management of the Property;

(c) all service, engineering, consulting, leasing, architectural and other similar contracts of any nature as such may be modified, amended or supplemented from time to time, concerning the management, operation, occupancy, use, and/or disposition of any portion of or all of the Property;

(d) all architectural drawings, plans, specification, soil tests, feasibility studies, appraisals, engineering reports and similar materials relating to any portion of or all of the Property;

(e) all reserves, deferred payments, deposits, refunds, cost savings and payments of any kind relating to the operation, occupancy, use and disposition of any portion of or all of the Property;

(f) all proceeds and claims arising on account of any damage to or taking of the Property or any part thereof, and all causes of action and recoveries for any loss or diminution in the value of the Property;

(g) all policies of, and proceeds resulting from, insurance relating to the Property or any of the above collateral, and any and all riders, amendments, extensions, renewals, supplements or extensions thereof, and all proceeds thereof;

(h) all shares of stock or other evidence of ownership of any part of the Property that is owned by Trustor in common with others, including all water stock relating to the Property, if any, and all documents or rights of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property; and

(i) all proceeds, whether cash, promissory notes, contract rights, or otherwise, of the sale or other disposition of all or any part of the estate of Trustor in and to the Property now or hereafter existing thereon.

Including goods which are or shall become fixtures to the Land.