WHEN RECORDED MAIL TO:

**RECORD & RETURN TO** CT LIEN SOLUTIONS P.O. BOX 29071 Glendale, CA 91209-9071 40768522-NV5-Douglas

24783 J.A.

Attn: Post Closing

Doc Number: 0834615 11/26/2013 10:57 AM OFFICIAL RECORDS

Requested By C T LIEN SOLUTIONS

DOUGLAS COUNTY RECORDERS Karen Ellison - Recorder

Fee: \$ 18.00 Page: 1 0f 5

Bk: 1113 Pg: 5693

(Space Above For Recorder's Use)

Loan Number: 748135431 D

## ASSIGNMENT OF SECURITY INSTRUMENT AND LOAN DOCUMENTS

THIS ASSIGNMENT OF SECURITY INSTRUMENT AND LOAN DOCUMENTS (this "Assignment") is executed this 24th day of October, 2013 and is made effective as of September 25, 2008, by the FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized and existing under an Act of Congress ("FDIC"), whose address is 1601 Bryan Street, Dallas, TX 75201, and acting in its Receivership capacity as Receiver of Washington Mutual Bank (herein "Assignor") to and in favor of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, its successors and assigns (herein "Assignee"), whose address is 3929 West John Carpenter Freeway, Irving, TX 75063.

#### RECITALS:

- Assignor is the legal owner of that certain Promissory Note in the principal amount of \$755,000.00 dated May 18, 2004 (the "Note"), which Note is secured by, among other things, that certain Deed of Trust, Assignment of Rents and Security Agreement (Nevada) dated May 18, 2004, executed by JOHN P. O'MARA, in favor of Commercial Capital Bank, F.S.B., acquired through merger by Washington Mutual Bank, and recorded on June 1, 2004, in the Official Records of Douglas County, Nevada as Document Number 0614852, Book 0604, Page 00521 (the "Security Instrument") regarding the real property as more particularly described on Exhibit A attached hereto and incorporated by this reference.
- В. Assignor has simultaneously herewith endorsed the Note to Assignee and the parties desire that the Note, the Security Instrument and all other documents executed in connection with the Note be assigned to Assignee.

Chase Loan No. 748135431 – 10/24/13 – CB - Nevada - FDIC Assignment of Security Instrument and Loan Documents



NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. Assignor hereby absolutely, irrevocably and unconditionally sells, assigns, transfers, sets over, conveys and endorses to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following documents (collectively, the "Loan Documents"):
  - (a) the Security Instrument; and
- (b) All other documents that evidence or secure the obligations under the Note.
- 2. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 3. This Assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver.
- 4. This Assignment is intended to further memorialize the transfer that occurred by operation of law on September 25, 2008 as authorized by Section 11(d)(2)(G)(i)(II) of the Federal Deposit Insurance Act, 12 U.S.C. §1821(d)(2)(G)(i)(II).





IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed in its name by duly authorized officers effective as of the date first above written.

#### **ASSIGNOR:**

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as Attorney in Fact for THE FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver of Washington Mutual Bank

Name: M. Healingsworth
Title: Authorized Officer

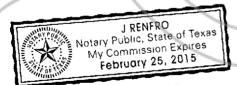
STATE OF TEXAS

**COUNTY OF DALLAS** 

On the 24<sup>th</sup> day of October, 2013, before me, J. Renfro, notary public, personally appeared M. Hollingsworth, Authorized Officer of JPMorgan Chase Bank, N.A., proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed this instrument on behalf of JPMorgan Chase Bank, N.A.

) ss:

Notary Public Signatur - J. Renfro





### **EXHIBIT A**

#### LEGAL DESCRIPTION

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

#### PARCEL 1:

Lots 5, 6, 7, 8, 9, 10, 11, 12 and 13, Block A; Lots 1, 2, 3, 4, 5, 6, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block B; and Lots 1, 2, 3, 4, and 5 in Block C of the Official Map of VALLEY VILLA SUBDIVISION, filed for record in the office of the County Recorder of Douglas County, Nevada, on October 19, 1979, in Book 1079, Page 1711, as Document No. 37990.

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A.P.N.'s 1220-04-517-005, 1220-04-517-006, 1220-04-517-007, 1220-04-517-008, 1220-04-517-009, 1220-04-517-010, 1220-04-517-011, 1220-04-517-012, 1220-04-517-013, 1220-04-517-020, 1220-04-517-019, 1220-04-517-018, 1220-04-517-017, 1220-04-517-016, 1220-04-517-015, 1220-04-517-021, 1220-04-517-022, 1220-04-517-023, 1220-04-517-024, 1220-04-517-025, 1220-04-517-026, 1220-04-517-027, 1220-04-517-028, 1220-04-517-035, 1220-04-517-034, 1220-04-517-033, 1220-04-517-032, 1220-04-517-031, 1220-04-517-030, 1220-04-517-029, 1220-04-517-040, 1220-04-517-041, 1220-04-517-042, 1220-04-517-043, 1220-04-517-044
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#### PARCEL 2:

All that certain real property described as "Common Area" as set forth in VALLEY VILLA SUBDIVISION, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on October 19, 1979, described as follows:

Beginning at the most Westerly corner of said subdivision:

Thence Southeasterly along the Westerly line of said Subdivision South 29°40'28" East 385.30 feet

Thence leaving said Westerly line North 60°19'32" East, 263.71 feet to a point on the Easterly line of Village Way, 50 feet wide;

Thence Northerly along said Easterly line North 24°49'28" West 54.65 feet to the beginning of a curve concave to the East and having a central angle of 9°45'39" and a radius of 175.00 feet; Thence Northerly along said curve an arc distance of 29.81 feet to a point, a radial line running through said point bears North 74°56'11" East;

Thence leaving said Easterly line North 78°55'40" East, 129.00 feet;

Thence North 11°04'20" West, 91.35 feet to a point on the Southerly line of Apollo Avenue, 50 feet wide, said point being on a curve, having a radius of 245.00 feet and being concave to the Northwest, a radial line running through said point bears North 35°11'37" West;

Thence Northeasterly along said curve through a central angle of 21°48'23" an arc distance of 93.24 feet;

Thence North 33°00'00" East, 16.25 feet to a point of intersection with the Northerly line of said Subdivision, said point being on a curve concave to the North and having a radius of 465.00 feet, a radial line running through said point bears North 16°15'33" East;

Thence Westerly along said curve, through a central angle of 28°39'03" an arc distance of 232.52 feet:

Thence North 42°08'03" West, 104.89 feet to the most Northerly corner of said subdivision; Thence South 29°39'45" West, 126.95 feet;

Chase Loan No. 748135431 – 10/24/13 – CB - Nevada - FDIC Assignment of Security Instrument and Loan Documents



BK: 1113 PG: 5697 11/26/2013

# Parcel Number

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