

DOUGLAS COUNTY, NV

2018-922535

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FIDELITY NATIONAL TITLE INSURANCE COMPANY-  
KAREN ELLISON, RECORDER

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**ASSIGNMENT OF DEED OF TRUST**

**Mosaic Tahoe Beach Club, LLC,  
Assignor,**

to

**MREC Good Asset, LLC,  
Assignee**

Dated: October 31, 2018  
Street Address: 300-346 Eugene Drive, Nevada  
APN: 1318-22-002-002  
City: Tahoe Township  
County: Douglas

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**Record and return to:**

**Sheppard Mullin Richter & Hampton LLP  
2099 Pennsylvania Ave., NW  
Suite 100  
Washington, DC 20006  
Attn: Gregory Grigorian, Esq.**

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## ASSIGNMENT OF DEED OF TRUST

KNOW THAT, as of October 31, 2018, **MOSAIC TAHOE BEACH CLUB, LLC**, a Delaware limited liability company, having an address at 23975 Park Sorrento, Suite 420, Calabasas, CA 91302 (together with its successors and assigns, "Assignor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, conveys, assigns and transfers to **MREC GOOD ASSET, LLC**, a Delaware limited liability company, together with its successors and assigns, having an address at 23975 Park Sorrento, Suite 420, Calabasas, CA 91302 ("Assignee"), all right, title and interest of Assignor in, to and under or arising out of those documents described (including the applicable recording information, if available) in Schedule I attached hereto and made a part hereof (collectively, as amended, modified, restated, replaced, waived, substituted, supplemented or extended from time to time, the "Recorded Loan Documents"), encumbering the real property situated in Douglas County, Nevada, as more particularly described on Exhibit A annexed hereto and made a part hereof, TOGETHER with all right, title and interest of Assignor in, to and under or arising out of all bonds, notes or other obligations described in or secured by said Deed of Trust, Security Agreement and Financing Statement as described in Schedule I (the "Deed of Trust"), all moneys due and to become due thereunder with interest accrued thereon, and all other documents executed in connection with said Deed of Trust and the bonds, notes or other obligations secured thereby (collectively, the "Note").

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever.

It is expressly understood that this Assignment of Deed of Trust (as amended, modified, restated, replaced, waived, substituted, supplemented or extended from time to time, the "Assignment") is made by Assignor and assumed without any recourse, representation or warranty of any kind, express or implied.

The word "Assignor" or "Assignee" shall be construed as if it reads "Assignors" or "Assignees" whenever the sense of this instrument so requires.

THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

This Assignment may be executed in one or more counterparts (and by different parties in separate counterparts), each of which shall be an original but all of which together shall constitute one and the same instrument.

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Assignor hereby represents and warrants to Assignee that (i) except to the extent otherwise provided for, in connection with and/or as contemplated under that certain Co-Lending And Servicing Agreement dated as of March 30, 2018 between Assignor and RWNIH-DL TBC LLC, a Delaware limited liability company, Assignor is the sole owner and holder of the aforementioned Deed of Trust and Note, free and clear of all liens, charges and encumbrances other than those created hereby, (ii) Assignor has the full power and authority to assign its interest in the Deed of Trust and Note to Assignee, (iii) this Assignment of Deed of Trust is enforceable against Assignor in accordance with its terms, and (iv) Assignor has obtained all necessary consents, approvals and authorizations required for its execution, delivery and performance of this Assignment of Deed of Trust. Assignor agrees that it will not, without Assignee's prior written consent, (i) take any action which is inconsistent with this Assignment of Deed of Trust, including, without limitation, any action amending, modifying or releasing the Deed of Trust or the Note, or (ii) make any other collateral assignment of the Deed of Trust or the Note.

Assignor hereby agrees to execute and deliver such other assignments, instruments, agreements or other documents as Assignee may reasonably request in confirmation of, and/or in furtherance of, the assignment made hereunder.

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**SCHEDULE I**

**RECORDED LOAN DOCUMENTS**

1. **Deed of Trust, Security Agreement and Financing Statement (with Future Advance Clause) dated as of December 23, 2016, given by BEACH CLUB DEVELOPMENT, LLC, as trustor, to the trustee named therein, for the benefit of MOSAIC TAHOE BEACH CLUB, LLC, as the original lender, which was recorded in the Official Records of County of Douglas, State of Nevada (the "Official Records") on December 29, 2016 as Instrument Number 2016-892780, as amended by that certain First Amendment to Deed of Trust, Security Agreement and Financing Statement (with Future Advance Clause) dated March 30, 2018 and recorded April 4, 2018 as Instrument No. 2018-912426.**

**EXHIBIT A**

**LEGAL DESCRIPTION**

BEING A PORTION OF THE SOUTH ONE-HALF AND THE SOUTHEAST ONE QUARTER OF THE NORTHWEST ONE QUARTER OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 22, 23, 26 AND 27 OF SAID TOWNSHIP AND RANGE;

THENCE SOUTH 60°13' WEST, A DISTANCE OF 127.20 FEET;

THENCE NORTH 61° WEST, A DISTANCE OF 1340.20 FEET TO THE MOST EASTERLY CORNER OF THE NEVADA STATE FARM BUREAU PROPERTY AS DESCRIBED IN THE DEED RECORDED JANUARY 07, 1954 IN BOOK B-1 OF DEEDS, AT PAGE 14, DOUGLAS COUNTY, NEVADA RECORDS, BEING ALSO THE SOUTHWESTERLY CORNER OF THE PROPERTY SHOWN ON THE MAP OF OLIVER PARK, AS FILED ON FEBRUARY 02, 1959 IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA;

THENCE NORTH ALONG THE EASTERLY LINE OF SAID FARM BUREAU PROPERTY, A DISTANCE OF

300.00 FEET TO AN ANGLE POINT, AND BEING THE NORTHWESTERLY CORNER OF LOT 16, IN BLOCK 3 AS SHOWN ON THE MAP OF OLIVER PARK;

THENCE CONTINUING ALONG THE NORTHEASTERLY AND NORTHERLY LINES OF SAID FARM BUREAU PROPERTY, AND THE SOUTHERLY LINE OF THE PROPERTY CONVEYED TO TAHOE VILLAGE PROPERTIES, INC., BY DEED RECORDED AUGUST 19, 1955 IN BOOK B-1 OF DEEDS, AT PAGE 417, DOUGLAS COUNTY, NEVADA, RECORDS, NORTH 32°20'40" WEST, A DISTANCE OF 362.80 FEET;

THENCE CONTINUING ALONG THE LINE COMMON TO SAID PROPERTIES NORTH 60°40'41" WEST, A DISTANCE OF 648.68 FEET, TO THE SOUTHWESTERLY CORNER OF THE PROPERTY CONVEYED TO R. D. KEILLOR, ET AL, BY DEED RECORDED APRIL 16, 1963 IN BOOK 16 OF OFFICIAL RECORDS, AT PAGE 695, DOUGLAS COUNTY, NEVADA RECORDS; THE TRUE POINT OF BEGINNING;

THENCE FROM THE TRUE POINT OF BEGINNING, NORTH 60°46'32" WEST (NORTH 60°40'53" WEST), 1744.35 FEET (1744.33 FEET);

THENCE NORTH 81°15'50" WEST (NORTH 81°12'08" WEST), 399.30 FEET (399.40 FEET) TO THE SOUTHWESTERLY CORNER OF THE PROPERTY CONVEYED TO TAHOE VILLAGE PROPERTIES, INC., AS ABOVE REFERRED TO;

THENCE NORTH 00°02'04" WEST (NORTH), 217.00 FEET ALONG THE WEST LINE OF SAID PROPERTY;

THENCE NORTH 86°49'14" EAST (NORTH 86°55'13" EAST), ALONG THE NORTHERLY LINE OF SAID PROPERTY, A DISTANCE OF 561.96 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 61°16'41" EAST (SOUTH 61°11'11" EAST), A DISTANCE OF 1747.00 FEET, TO A POINT FROM WHICH THE POINT OF BEGINNING BEARS SOUTH 28°48'49" WEST;

THENCE SOUTH 28°44'42" WEST (SOUTH 28°48'49" WEST), ALONG THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF THE PROPERTY CONVEYED TO R. D. KEILLOR, ET AL, AS ABOVE REFERRED TO AND THE WESTERLY LINE THEREOF, A DISTANCE OF 366.03 FEET (365.71 FEET) TO THE TRUE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED SEPTEMBER 24, 2015 IN INSTRUMENT NO. 2015-870076 OF OFFICIAL RECORDS.

This instrument is being filed as an accommodation only. It has not been examined as to its execution, insurability or effect on title.