

DOUGLAS COUNTY, NV

2018-922536

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FIDELITY NATIONAL TITLE INSURANCE COMPANY-
KAREN ELLISON, RECORDER

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: 1318-22-002-108

City: Tahoe Township

County: Douglas

Record and return to:

Sheppard Mullin Richter & Hampton LLP

2099 Pennsylvania Ave., NW

Suite 100

Washington, DC 20006

Attn: Gregory Grigorian, Esq.

28207566 (2)

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 Tahoe Beach Club, LLC, a Nevada limited liability company, 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 Douglas County, Nevada on December 29, 2016 as Instrument Number 2016-892782, 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. 2018-912425.**

EXHIBIT A

LEGAL DESCRIPTION

BEGINNING AT A POINT ON THE MEANDER LINE OF LAKE TAHOE, WHICH POINT IS THE SOUTHWEST CORNER OF LOT 2, OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M.,

THENCE ALONG A LINE HEREAFTER REFERRED TO AS COURSE 1, NORTH 89°59'24" EAST 509.52 FEET ALONG THE QUARTER SECTION LINE TO THE CENTER-WEST ONE-SIXTEENTH CORNER (WEST ONE SIXTEENTH CORNER);

THENCE SOUTH 00°02'04" EAST (SOUTH ALONG THE ONE SIXTEENTH LINE), 217.00 FEET; THENCE NORTH 89°11'56" WEST (NORTH 89°11'30" WEST), 457.06 FEET, TO A POINT ON THE MEANDER LINE, WHICH POINT IS SOUTH 14°02'15" EAST (SOUTH 14°00'00" EAST) 217.00 FEET FROM THE POINT OF BEGINNING:

THENCE, CONTINUING NORTH 89°11'56" WEST (NORTH 89°11'30" WEST) 50 FEET, MORE OR LESS, TO A POINT ON THE ORDINARY LOW WATER LINE OF LAKE TAHOE AT ELEVATION 6223.00 LAKE TAHOE DATUM;

THENCE, NORTHWESTERLY, 222 FEET, MORE OR LESS, ALONG SAID ORDINARY LOW WATER LINE AT 6223.00 LAKE TAHOE DATUM, TO A POINT ON THE WESTERLY EXTENSION OF THE AFORESAID COURSE 1;

THENCE, ALONG THE WESTERLY EXTENSION OF THE AFORESAID COURSE 1, NORTH 89°59'24" EAST, 75 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING ANY PORTION OF THE ABOVE DESCRIBED PROPERTY LYING BELOW THE 6223.00 LEVEL OF LAKE TAHOE AND ALSO ANY ARTIFICIAL ACCRETIONS TO SAID LAND WATERWARD OF SAID LAND OR NATURAL ORDINARY LOW WATER OR IF LAKE LEVEL HAS BEEN ARTIFICIALLY LOWERED.

EXCEPTING ANY PORTION BELOW SUCH ELEVATION AS MAY BE ESTABLISHED AS THE BOUNDARY BY BOUNDARY LINE ADJUSTMENT WITH THE STATE OR BY QUIET TITLE ACTION IN WHICH THE STATE IS A PARTY.

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.

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