

Official Record

Recording requested By  
FIRST AMERICAN TITLE COMPANY

Lincoln County - NV  
Leslie Boucher - Recorder

Fee: \$24.00 Page 1 of 11  
RPTT: Recorded By: AE  
Book- 243 Page- 0381



0132360

APN# 014-010-08, 17, 18, 19, 20, 21, 22 & 23

Recording Requested by:

Name: First American Title Insurance  
Company National Commercial  
Services

Address: 3960 Howard Hughes Parkway, S-600

City/State/Zip: Las Vegas, NV 89169

Order Number: NCS-287280-HHLV

Collateral Assignment of Lincoln County  
Deed of Trust  
(Title of Document)

(for Recorder's use only)

Recorder Affirmation Statement

Please complete Affirmation Statement below:

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law:

(State specific law)

Michele D. Seibold Escrow Officer  
Signature Title

Michele Seibold  
Print Signature

This document is being re-recorded to correct the dates and dollar amount.

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

SEE ATTACHED

(Additional recording fee applies)



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Book: 243

08/01/2008

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# CERTIFICATION OF COPY

State of Nevada }  
County of Lincoln } SS.

I, Leslie Boucher, the duly elected, qualified and acting County Recorder of Lincoln County, in the State of Nevada, do hereby certify that the foregoing is a true, full and correct copy of the original Deed of Trust (Doc. # 0131553)

now on file in this office, in Book 241 of official records Page 532 - 536  
as Document Number 0131553

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of my office, in Pioche, Nevada, this 28 day of July 20 08.

**Leslie Boucher**

Leslie Boucher Recorder

Amy Elmer Deputy Recorder

*Darby P. Porter*  
Darby Porter Deputy Recorder



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**DOC # 0131553**

05/19/2008 03:58 PM

**Official Record**

Recording requested By  
FIRST AMERICAN TITLE COMPANY

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$18.00

Page 1 of 5

RPTT:

Recorded By: AE

Book- 241 Page- 0532

APN# 014-010-08, 17, 18, 19, 20, 21, 22 & 23

**Recording Requested by:**

Name: First American Title Insurance  
Company National Commercial  
Services

Address: 3960 Howard Hughes Parkway, S-600

City/State/Zip: Las Vegas, NV 89169

Order Number: NCS-287280-HHLV



0131553

Collateral Assignment of Lincoln County  
Deed of Trust  
(Title of Document)

(for Recorder's use only)

**Recorder Affirmation Statement**

Please complete Affirmation Statement below:

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law:

(State specific law)

M. Seibold  
Signature

Esrow Officer  
Title

Michelle Seibold  
Print Signature

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

(Additional recording fee applies)

WHEN RECORDED, MAIL TO

Nevada Commerce Bank  
6795 Edmond Street, Suite #260  
Las Vegas, Nevada 89118  
Attention: Commercial Lending  
Loan #300423201

**COLLATERAL ASSIGNMENT OF LINCOLN COUNTY DEED OF TRUST**

This Collateral Assignment of Lincoln County Deed of Trust (this "Assignment") is made and is effective as of the 13 day of May, 2008, by and between 325 East Fourth Street LLC, a Nevada limited liability company ("Assignor") and Nevada Commerce Bank ("Assignee").

**RECITALS:**

A. Assignor is funding a loan (the "Mortgage Loan") in the original amount of \$5,095,661.01, to Narconon Southern California, a California nonprofit corporation, evidenced by that certain Promissory Note dated April 30, 2008 (the "Assigned Note"), and secured by that certain Deed of Trust With Assignment of Rents and Security Agreement, dated April 30, 2006, and recorded on May 9, 2008 in Book No. 241-514 Instrument No. 131557 of the Official Records of Lincoln County, Nevada ("Assigned Deed of Trust"), and which encumbers that certain real property (the "Property") located in Lincoln County, Nevada, described in Exhibit "A" attached hereto and by this reference made a part hereof.

B. Assignee has conditionally agreed to make a loan to Assignor (the "Assignor's Loan") to fund, in part, Assignor's making of the Mortgage Loan. One of the conditions to Assignee's agreement to make the Assignor's Loan is that Assignor collaterally assign to Assignee all of Assignor's right, title and interest in and to the Mortgage Loan, including the Assigned Note and the Assigned Deed of Trust.

**AGREEMENT:**

**NOW, THEREFORE, IN CONSIDERATION** of the mutual covenants and agreements herein contained, Assignor and Assignee agree as follows:

1. For and in consideration of the receipt of \$10.00, and other good and valuable consideration, Assignor hereby assigns all of its right, title and interest (both legal and equitable) in and to the Mortgage Loan and to the Assigned Deed of Trust, the Assigned Note and all documents and instruments (the "Assigned Loan Documents") that were executed by Trustor in connection with, or to govern and or evidence Mortgage Loan, the Assigned Note and the Assigned Deed of Trust. Contemporaneously with the execution of this Assignment, Assignor shall tender and deliver to Assignee the original Assigned Note (unconditionally endorsed in favor of Assignee in a form and substance acceptable to Assignee), the original Assigned Deed

of Trust and all other original Assigned Loan Documents.

2. This Assignment is subject to and is governed by the terms of that certain Security Agreement for Assignment of Promissory Note, dated May\_\_, 2008, by and between Assignor and Assignee.

3. The terms of this Assignment supercede all prior agreements, negotiations, discussions and communications with respect to the subject matter of this Assignment.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of Nevada.

5. This Assignment may be executed by means of counterparts.

**"Assignor"**

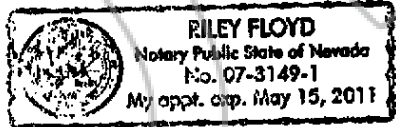
ASSIGNOR:

325 East Fourth Street LLC, a Nevada limited liability company

By: [Signature]  
John H. Huston, Manager

Address: 6772 Running Colors Avenue  
Las Vegas, Nevada 89131  
Attention: Manager

STATE OF NEVADA )  
 ) ss.  
County of Clark )



The foregoing instrument was acknowledged before me this 13 day of May, 2008, by John H. Huston, as Manager of 325 East Fourth Street LLC, a Nevada limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

[Signature]  
Notary Public

My commission expires:  
5-15-11

**Exhibit "A"**

**LEGAL DESCRIPTION**

**. PARCEL I:**

Parcel 1 of Parcel Map for Lavette Tennille recorded August 22, 1994 in Plat Book A, Page 425 as File No. 102249 in the Office of the County Recorder, Lincoln County, Nevada.

**PARCEL II:**

Parcel 3 of Map of Large Parcels for 325 East Fourth Street LLC recorded February 13, 2004 in Plat Book C, page 30 as file 121774, Lincoln County, Nevada.

EXCEPING THEREFROM that portion of the land conveyed to Lincoln County by deed recorded May 30, 1974 in Book 10 of Official Records, Page 367, as file 54525 in the Office of the County Recorder, Lincoln County, Nevada.

**PARCEL III:**

Parcels 5,6,8 and 9 of Map of Large Parcels for 325 East Fourth Street LLC recorded February 13, 2004 in Plat Book C page 30 as File 121774, Lincoln County, Nevada.

EXCEPING THEREFROM that portion of the land conveyed to Lincoln County by deed recorded January 7, 1937 in Book E-1, page 180 of Deeds, as file 11804 in the Office of the County Recorder, Lincoln County, Nevada.

FURTHER EXCEPTNG THEREFROM that portion of the land conveyed to Lincoln County by deed recorded May 30, 1974 in Book 10 of Official Records, Page 367, as file 54525 in the Office of the County Recorder, Lincoln County, Nevada.

**Parcel IV:**



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Parcels 7 and 4 of Map of Large Parcels for 325 East Forth Street LLC recorded February 13, 2004 in Plat Book C, Page 30 as File 121774, Lincoln County, Nevada.

EXCEPTING THEREFROM that portion of the land conveyed to Lincoln County by deed recorded May 30, 1974 in Book 10 of Official Records, Page 367, as file 54525 in the Office of the County Recorder, Lincoln County, Nevada.

COPY



WHEN RECORDED, MAIL TO

Nevada Commerce Bank  
6795 Edmond Street, Suite #260  
Las Vegas, Nevada 89118  
Attention: Commercial Lending  
Loan #300423201

**COLLATERAL ASSIGNMENT OF**  
**LINCOLN COUNTY DEED OF TRUST**

This Collateral Assignment of Lincoln County Deed of Trust (this "Assignment") is made and is effective as of the 7th day of May, 2008, by and between 325 East Fourth Street LLC, a Nevada limited liability company ("Assignor") and Nevada Commerce Bank ("Assignee").

**RECITALS:**

A. Assignor is funding a loan (the "Mortgage Loan") in the original amount of \$5,104,068.60, to Narconon Southern California, a California nonprofit corporation, evidenced by that certain Promissory Note dated May 7, 2008 (the "Assigned Note"), and secured by that certain Deed of Trust With Assignment of Rents and Security Agreement, dated May 7, 2008, and recorded on May 19, 2008 in Book No. 241 as Instrument No. 0514 of the Official Records of Lincoln County, Nevada ("Assigned Deed of Trust"), and which encumbers that certain real property (the "Property") located in Lincoln County, Nevada, described in Exhibit "A" attached hereto and by this reference made a part hereof.

B. Assignee has conditionally agreed to make a loan to Assignor (the "Assignor's Loan") to fund, in part, Assignor's making of the Mortgage Loan. One of the conditions to Assignee's agreement to make the Assignor's Loan is that Assignor collaterally assign to Assignee all of Assignor's right, title and interest in and to the Mortgage Loan, including the Assigned Note and the Assigned Deed of Trust.

**AGREEMENT:**

**NOW, THEREFORE, IN CONSIDERATION** of the mutual covenants and agreements herein contained, Assignor and Assignee agree as follows:

1. For and in consideration of the receipt of \$10.00, and other good and valuable consideration, Assignor hereby assigns all of its right, title and interest (both legal and equitable) in and to the Mortgage Loan and to the Assigned Deed of Trust, the Assigned Note and all documents and instruments (the "Assigned Loan Documents") that were executed by Trustor in connection with, or to govern and or evidence Mortgage Loan, the Assigned Note and the Assigned Deed of Trust. Contemporaneously with the execution of this Assignment, Assignor shall tender and deliver to Assignee the original Assigned Note (unconditionally endorsed in favor of Assignee in a form and substance





acceptable to Assignee), the original Assigned Deed of Trust and all other original Assigned Loan Documents.

2. This Assignment is subject to and is governed by the terms of that certain Security Agreement for Assignment of Promissory Note, dated May 7, 2008, by and between Assignor and Assignee.

3. The terms of this Assignment supercede all prior agreements, negotiations, discussions and communications with respect to the subject matter of this Assignment.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of Nevada.

5. This Assignment may be executed by means of counterparts.

**“Assignor”**

ASSIGNOR:

325 East Fourth Street LLC, a Nevada limited liability company

By:

John H. Huston, Manager

Address: 6772 Running Colors Avenue  
Las Vegas, Nevada 89131  
Attention: Manager

STATE OF NEVADA        )  
  ) ss.  
County of Clark         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of May, 2008, by John H. Huston, as Manager of 325 East Fourth Street LLC, a Nevada limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_



**Exhibit "A"**

**LEGAL DESCRIPTION**

**. PARCEL I:**

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Page: 391

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Page 11 of 11

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