

MOJAVE DESERT BANK, N.  
P. O. BOX C  
MOJAVE, CA 93502

175636

APN 07-380-11  
RPTT: \$39.00

**RECEIVER'S DEED**  
**(Owned Real Property)**

**(Deed Without Covenant, Representation, or Warranty)**

STATE OF TEXAS                   §  
   §  
COUNTY OF DALLAS           §

The **FEDERAL DEPOSIT INSURANCE CORPORATION**, as Receiver for **Monument National Bk, Ridgecrest, California** (herein referred to as "Grantor"), whose address is 1910 Pacific Avenue, Suite 1700, Dallas, Texas 75201, the said Depository Institution having been placed in receivership on June 2, 2000, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration paid to Grantor by **Mojave Desert Bank, N.A.** (herein referred to as "Grantee"), whose address is 15773 K Street, Mojave, California 93501, the receipt and sufficiency of which are hereby acknowledged, does by this Receiver's Deed (herein referred to as "Deed") hereby GRANT, SELL and CONVEY to Grantee, without covenant, representation, or warranty of any kind or nature, express or implied, and subject to all Encumbrances, as hereinafter defined, and to the limitations, matters, and conditions herein set forth, all of Grantor's right, title and interest, if any, in the real property situated in Kern County, California, described as follows:

Parcel 6 Lot 15 as shown on that Record of Survey for Earl A. Rasmussen filed in the office of the County Recorder of Eureka County, State of Nevada, on December 7, 1982, as File No. 85823, being a portion of Section 29, Township 20 North, Range 53 East, M.D.B. &

together with all of Grantor's right, title and interest in all improvements and fixtures located thereon and affixed thereto hereinafter collectively referred to as the "Property").

**TO HAVE AND TO HOLD** the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors and assigns forever, without covenant, representation, or warranty whatsoever, and subject to all Encumbrances and to the limitations and conditions herein set forth.

**PROVIDED, HOWEVER,** the Property is conveyed without covenant, representation, or warranty of any kind or nature, express or implied, and subject to all encumbrances, exceptions, and any and all other matters or conditions affecting the Property (herein referred to individually and collectively as "Encumbrances"), including, without limitation: (a) real property ad valorem taxes, standby fees, general and special assessments, and subsequent taxes and assessments for prior years due to change of land usage or ownership; (b) zoning and land use laws, regulations, and ordinances of municipal and other governmental authorities; (c) all existing, recorded, valid, and otherwise enforceable covenants, conditions, restrictions, mineral interests, reservations, liens, and other encumbrances and matters of record affecting the Property, of whatever kind, character, or

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nature; (d) all existing, valid, and otherwise enforceable easements, rights-of-way, access limitations, licenses, and leases, whether written or oral, recorded or unrecorded, express or implied; (e) prescriptive rights; (f) rights of parties in possession; (g) rights of tenants, co-tenants, or other co-owners; (h) shadows in area, boundary disputes and discrepancies, encroachments, and protrusions; (i) matters which could be discovered by an inspection of the Property; and (j) matters which would be revealed by a current survey of the Property. Grantee, by its execution and acceptance of delivery of this Deed, assumes and agrees to perform all of Grantor's obligations under the Encumbrances.

FURTHER, GRANTEE, BY ITS EXECUTION AND ACCEPTANCE OF DELIVERY OF THIS DEED, ACKNOWLEDGES AND AGREES THAT (i) GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE OWNERSHIP, TITLE, POSSESSION, HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO, (H) THE EXISTENCE, QUALITY, NATURE, DEQUACY, OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS MATERIALS; (ii) GRANTEE HAS FULLY INSPECTED THE PROPERTY AND THAT THE CONVEYANCE AND DELIVERY HEREUNDER OF THE PROPERTY IS "AS IS" AND "WITH ALL FAULTS", AND GRANTOR HAS NO OBLIGATION TO ALTER, REPAIR, OR IMPROVE THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO; AND (iii) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM, OR COURSE OF DEALING WITH GRANTOR, AND ALL STATUTE, COMMON LAW, AND CUSTOMARY COVENANTS AND WARRANTIES, IF ANY OF WHATEVER KIND, CHARACTER, NATURE, PURPOSE, OR EFFECT, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, ARE HEREBY EXPRESSLY UNCONDITIONALLY, AND IRREVOCABLY WAIVED,

Receiver's Deed

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DISCLAIMED, AND EXCLUDED FROM THIS DEED, NOTWITHSTANDING ANY CUSTOM OR PRACTICE TO THE CONTRARY, OR ANY STATUTORY, COMMON LAW, DECISIONAL, HISTORICAL, OR CUSTOMARY MEANING, IMPLICATION, SIGNIFICANCE, EFFECT OR USE OF CONTRARY IMPORT OF ANY WORD, TERM, PHRASE OR PROVISION HEREIN.

Further, by its execution and acceptance of delivery of this Deed, Grantee or anyone claiming by, through, or under Grantee, hereby fully releases Grantor, its employees, officers, directors, representatives and agents from any and all claims, costs, losses, liabilities, damages, expenses, demands, actions or causes of action that it may now have or hereafter acquire, whether direct or indirect, known or unknown, suspected or unsuspected, liquidated or contingent, arising from or related to the Property in any manner whatsoever. This covenant releasing Grantor shall be a covenant running with the Property and shall be binding upon Grantee, its successors and assigns.

The fact that Encumbrances, limitations, or matters or other conditions may be mentioned, disclaimed, or excepted any way herein, whether specifically or generally, and whether in the body hereof or any exhibit hereto, shall not be a covenant, representation, or warranty of Grantor as to Encumbrances, limitations, or matters or other conditions not mentioned, disclaimed, or excepted.

Notwithstanding anything herein to the contrary, however, nothing herein shall be construed or deemed as an admission by Grantor or Grantee to any third party of the existence, validity, enforceability, scope, or location of any Encumbrances, limitations, matters, or other conditions mentioned, disclaimed, excepted in any way herein, and nothing shall be construed or deemed as a waiver by Grantor or Grantee of its respective rights, if any, but without obligation, to challenge or enforce the existence, validity, enforceability, scope, or location of same against third parties.

Grantee hereby assumes the payment of all ad valorem taxes, standby fees, and general and special assessments of whatever kind and character affecting the Property which are due, or which may become due, for any year or assessment period prior or subsequent to the effective date of this Deed, including, without limitation, taxes or assessments becoming due by reason of a change in usage or ownership, or both, of the Property.

This Deed is executed pursuant to that certain Loan Sale Agreement between Grantor and Grantee dated as of June, 2000.

**IN WITNESS WHEREOF**, this Receiver's Deed is executed this 23<sup>RD</sup> day of JUNE, 2000, but to be effective all purposes, however, as of June 2, 2000.

Receiver's Deed

**GRANTOR:**

**FEDERAL DEPOSIT INSURANCE CORPORATION,  
as Receiver for Monument National Bank, Ridgecrest,  
California**

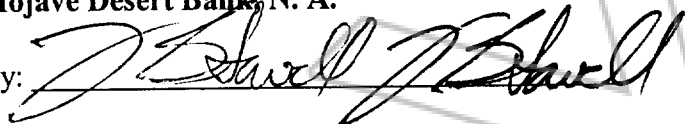
By:   
Richard K. Salmon  
Attorney-In-Fact

Name (print): \_\_\_\_\_

Title: Attorney in Fact

**GRANTEE:**

**Mojave Desert Bank, N. A.**

By: 

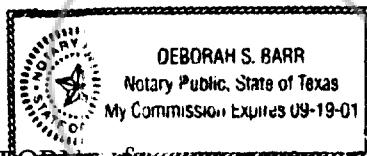
Name (print): Don Stowell


Title: President

**ACKNOWLEDGMENTS**

STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

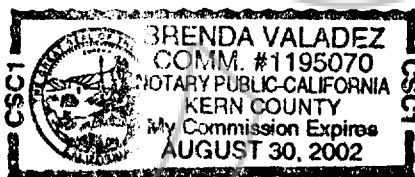
This instrument was acknowledged before me on the 23<sup>RD</sup> day of JUNE, 2000, by RICHARD K. SALMON, Attorney in Fact of the Federal Deposit Insurance Corporation, as Receiver Monument National Bank, on behalf of said entity in the capacity stated.



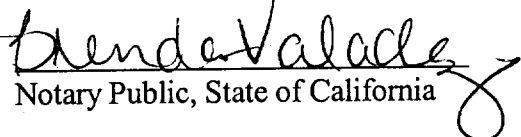
  
Notary Public, State of Texas

STATE OF CALIFORNIA §  
§  
COUNTY OF KERN §

This instrument was acknowledged before me on the 18<sup>th</sup> day of August, 2000, by Don Stowell, President of Mojave Desert Bank, N.A., on behalf of said entity in the capacity stated.



Receiver's Deed

  
Notary Public, State of California

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# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of KEE

} S.S.

On 9-20-00

Date

before me, TIFFANIE M. BREEN, NOTARY PUBLIC

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared DON STOWELL

Name(s) of Signer(s)

- ☒ personally known to me  
☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Tiffanie M. Breen  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information now is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: RECEIVER'S DEED (OWNED REAL PROPERTY)

Document Date: 9-3-00

Number of Pages: 5

Signer(s) Other Than Named Above: RICHARD SALMON

### Capacity(ies) Claimed by Signer

Signer's Name: DON STOWELL

- ☐ Individual  
☒ Corporate Officer — Title(s): PRESIDENT  
☐ Partner — ☐ Limited General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing MOJAVE DESERT BANK

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

BOOK 339 PAGE 070  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*First American Title*  
00 DEC -4 AM 9:58

EUREKA COUNTY NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEES / 2<sup>00</sup>

**175636**

COPY

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# State of Nevada Declaration of Value

1. Assessor Parcel Number(s).

- a) 07-380-11  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

2. Type of Property:

- a) ☒ Vacant Land ☐ Single Fam. Res.  
c) ☐ Condo/Twnhse ☐ 2-4 Plex  
e) ☐ Apt. Bldg. ☐ Comm'l/Ind'l  
g) ☐ Agricultural ☐ Mobile Home  
i) ☐ Other \_\_\_\_\_

**FOR RECORDERS OPTIONAL USE ONLY**

Document/Instrument #: 175636  
Book: 339 Page: 70  
Date of Recording: 12-4-00  
Notes: \_\_\_\_\_

3. Total Value/Sales Price of Prty:

\$ 30,000. -

Deduct Assumed Liens and/encumbrances:

( \_\_\_\_\_ )

(Provide recording information: Doc/Instrument #:

Book: \_\_\_\_\_ Page: \_\_\_\_\_)

Transfer Tax Value per NRS 3.010, Section 2:

\$ 30,000. -

Real Property Transfer Tax D

\$ 39. -

4. **If Exemption Claimed:**

- a. Transfer Tax Exemption, NRS 375.090, Section: \_\_\_\_\_  
b. Explain Reason for Exemption: \_\_\_\_\_  
\_\_\_\_\_

5. Partial Interest: Percentage to be transferred: \_\_\_\_\_ %

The undersigned Seller (Grantor)/Buyer (Grantee), declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1 1/2% per mth. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

**SELLER (GRANTOR) INFORMATION**

Seller Signature: LK Salmon  
Print Name: FDIC - LK SALMON  
Address: MOJAVE BANK P.O. Box C  
City: MOJAVE  
State: CA. Zip: 92502  
Telephone: ( ) \_\_\_\_\_  
Capacity: \_\_\_\_\_

**BUYER (GRANTEE) INFORMATION**

Buyer Signature: Don Stowell  
Print Name: DON STOWELL - MOJAVE BANK  
Address: P.O. Box C.  
City: MOJAVE CA.  
State: CALIF. Zip: 92502  
Telephone: 661-824-5460  
Capacity: PRES.

**COMPANY REQUESTING RECORDING**

Co. Name: First American Title Company Of Nevada Escrow # \_\_\_\_\_

(AS PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)