

RECORDING REQUESTED BY:

When Recorded Mail to:
SACRAMENTO SAVINGS
& LOAN ASSOCIATION
P. O. BOX 872
424 L Street
Sacramento, California 95824

_____ SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY _____

Loan #: 070330758

Date : 07/18/90

ASSIGNMENT AND SECURITY AGREEMENT

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NORMA B. JOHNSON and N. GARY MERKEL, Trustees of the Norma B. Johnson Trust U/A dated October 17, 1989 ("Assignor" hereinafter), do hereby assign, pledge and transfer to SACRAMENTO SAVINGS BANK, a California corporation ("Assignee" hereinafter) all beneficial interest in that certain Deed of Trust, identified and recorded as follows:

A Deed of Trust to secure an indebtedness of \$340,900 and any other amounts as therein provided, Recorded September 25, 1989 in Book 989, of Official Records, at Page 3262 Douglas County, Nevada as Document No. 211626, dated September 11, 1989, executed by J. Scott Ford and Nancy A. Ford, husband and wife, as Trustor and which named Stewart Title of Douglas County, a corporation, as Trustee and Norma B. Johnson, a widow, as Beneficiary.

Together with the Assignment and transfer of the indebtedness Secured by the Deed of Trust as shown by that certain Promissory Note, which Note is dated September 11, 1989, and was executed by J. Scott Ford and Nancy A. Ford.

Which Deed of Trust, together with the indebtedness secured therein, was Assigned, by Assignment dated December 4, 1989, wherein Norma B. Johnson assigned all of her beneficial interest in the Deed of Trust, together with the indebtedness secured thereby to Norma B. Johnson and N. Gary Merkel, Trustees of the Norma B. Johnson Trust U/A dated October 17, 1989, which Assignment was recorded December 19, 1989, in Book 1289 of Official Records at Page 1949, Douglas County, Nevada as Document No. 216709.
A.P.N.
03-080-03 & 03-080-11

Assignor hereby warrants that the interest of Norma B. Johnson in the Assigned Note and Deed of Trust is now vested in Assignor and that Assignor is authorized to hypothecate said Note and Deed of Trust to secure the individual borrowings of Norma B. Johnson.

Assignor hereby warrants that it has not made or entered into any previous transfer or assignment of all or any part of the above Note and Deed of Trust; subordinated or entered into any agreement to subordinate that Deed of Trust; made or entered into any agreement to modify the terms of the Note and Deed of Trust. Assignor further warrants that as of the date set forth above, the obligor under the Assigned Note is current in payments under that Note and that the Note currently has a principal balance of \$ 340,900.00.

Said Note and Deed of Trust are assigned to Assignee as security for any and all indebtedness of Norma B. Johnson to Assignee as reflected in that Secured Note of even date herewith executed by Norma B. Johnson and made payable to Assignee or order, and any extensions and renewals thereof, and to the performance of each agreement of Norma B. Johnson.

Assignor acknowledges that the loan proceeds are to be given directly to Norma B. Johnson or order, and that these proceeds are not required to be used to preserve, or protect the Assigned Note and Deed of Trust nor are they required to benefit Assignor.

Upon the occurrence of a default under the terms of the Note of even date herewith or this Assignment and Security Agreement, the entire unpaid principal and interest of the Note shall at once become due and payable at the option of the holder thereof.

Upon the occurrence of any default, including default in payment or performance of any liability or obligation of Norma B. Johnson, or of the undersigned to SACRAMENTO SAVINGS, SACRAMENTO SAVINGS at its option may either: (a) give the undersigned and the Borrower reasonable notice of the time and place of a public sale of the Note and Deed of Trust described above. The requirement of reasonable notice shall be met if such notices are mailed, postage prepaid, to NORMA B. JOHNSON 70 Oaklawn Drive, #5, Daly City, California 94015 and to NORMA B. JOHNSON and GARY MERKEL, Trustees of the NORMA B. JOHNSON TRUST, 515 John Muier Boulevard #710A, San Francisco, California 94132 at least thirty (30) days before the time of the sale; or (b) SACRAMENTO SAVINGS may by notice to the Trustor of the Deed of Trust securing this Note, its assigns or successors-in-interest, SACRAMENTO SAVINGS and that SACRAMENTO SAVINGS is to notify them that all future payments shall be to receive and collect all sums due on the Note and enforce fully the terms of the Deed of Trust securing this Note until such time as the default hereunder is paid in full, including the entire unpaid principal and accrued interest, costs and fees.

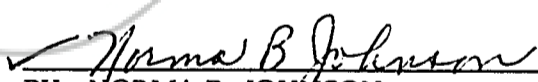
ASSIGNEE and ASSIGNOR agree as follows:


That so long as there exists no default by Norma B. Johnson in the payment of any indebtedness secured hereby or in any obligation of the Assignor contained herein, the Assignor shall retain the right to collect, but not more than thirty (30) days prior to accrual, all interest payments to be made by J. Scott Ford and Nancy A. Ford, their assigns, heirs, or successors. However, the above consent does not include principal payments, whether partial payments or payment in full of the September 11, 1989 Note by J. Scott Ford and Nancy A. Ford. All such payments up to and including the amount of Norma B. Johnson's full obligation to Assignee, shall be paid directly to Assignee unless Assignee grants its written permission to Assignor to receive such payment.

Upon payment in full of all indebtedness secured hereby this Assignment shall become void and of no effect, and Assignee shall deliver to Assignor the above Note and Deed of Trust.


At the Assignor's sole cost and expense, Assignor shall appear in and defend any action growing out of or in any manner connected with the Note and Deed of Trust or the obligations or liabilities of the Beneficiary or Trustor of said Deed of Trust or any guarantor thereunder. Assignor shall diligently pursue all remedies available to Assignor in case of a breach in the obligation owed under the Note and Deed of Trust. In case a foreclosure sale is held under said Deed of Trust then Assignee shall either (a) be paid in full from any sale's proceeds; or (b) if the Beneficiary acquires title, then the Norma B. Johnson Note shall be secured by the real property.

Assignor shall not enter into any agreements to modify, extend, forbear the Assigned Note and Deed of Trust without the written consent of Assignee.


BY: NORMA B. JOHNSON,
Trustee of the NORMA B. JOHNSON TRUST


BY: N. GARY MERKEL,
Trustee of the-NORMA B. JOHNSON TRUST

SACRAMENTO SAVINGS & LOAN ASSOCIATION

BY: 
ITS: ORISSE CONROW YORKS
ASSISTANT SECRETARY

SEAL

STATE OF ORIG)
COUNTY OF SAN MATEO)

On this 31 day of July, in the year 1990, before me, JOHN CASTAGNOLI,
a Notary Public, State of California duly commissioned and sworn, personally appeared _____
NORRA & JOHNSON N GARY MERKEH, () personally known to me, (X) proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to this instrument and
acknowledged that They executed it.



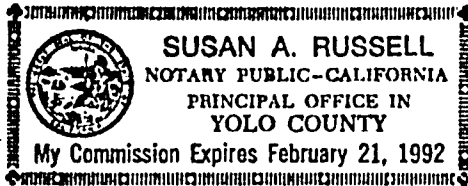
John Castagnoli
Notary Public, State of California
My Commission Expires Sept. 1993

070330758

State of California)
County of YOLO) ss.

On this 19TH day of JULY in the year 1990,
before me, SUSAN A. RUSSELL
the undersigned Notary Public, State of California duly commissioned and
sworn, personally appeared ORISSE CONROW YORKS

(XX personally known to me, () proved to me on the basis of satisfactory
evidence to be the person(s) who executed the within instrument as _____
ASSISTANT SECRETARY



on behalf of the corporation therein named and acknowledged to me that
the corporation executed it.

S. Russell
Notary Public, State of California

Acknowledgment, Corporate

DA 132 1285

REQUESTED BY
STEWART TITLE of DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'90 AUG -7 P1:26

SUZANNE BEAUDREAU
RECORDER **231852**
\$ 7.00 PAID OK DEPUTY
BOOK 890 PAGE 910