

When recorded mail to:

SOUTHERN PACIFIC THRIFT AND LOAN
6800 INDIANA AVENUE, #110
RIVERSIDE, CA 92506

LOAN #:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF RENTS AND LEASES

This Assignment of Rents And Leases ("Assignment") is made this **5TH** day of **JANUARY, 1995** by **EDWARD LEO MASON III, A SINGLE MAN**

SOUTHERN PACIFIC THRIFT AND LOAN ASSOCIATION, A CALIFORNIA CORPORATION ("Assignor") to

("Assignee")

RECITALS

A. As of the date hereof, Assignor has delivered to Assignee a Promissory Note (the "Note") of even date herewith, in the principal amount of **\$92,750.00** which Note is secured by a Deed Of Trust With Assignments Of Rents and a Security Agreement of even date herewith (the "Deed Of Trust") constituting a lien on certain interest in real property located at, **1476 ANGORA DRIVE GARDNERVILLE, NV 89410**

in the County of **DOUGLAS** State of **NEVADA** and legally described as:

LOT 670, AS SHOWN ON THE MAP OF GARDNERVILLE RANCHOS UNIT NO. 7, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON MARCH 27, 1984 AS DOCUMENT NO. 72456.

29-383-07

(the "Subject Property").

B. As a condition to the making of the loan from Assignor, the repayment obligation of which is represented by the Note, Assignee has required Assignor to assign to Assignee all the rights, interest and privileges which Assignor, as landlord, has and may hereafter have in the leases now existing or hereafter made (the "Leases") demising all or any portion of the Subject Property.

NOW, THEREFORE, for a good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby conveys, transfers and assigns unto Assignee all of the Leases including, specifically but without limitation to, those described in Exhibit "B" attached hereto and by this reference incorporated herein, together with any modifications, renewals or extensions thereof and together with all rents, income and profits due or to become due therefrom.

IN CONNECTION THEREWITH, Assignor hereby covenants and declares as follows:

1. So long as Assignor shall not have received from Assignee written notice that Assignor is in default under any of its obligations under the terms of the Note, the Deed Of Trust or this Assignment, Assignor reserve the right to collect all rents, income and profits from the Leases and to retain, use and enjoy the same, provided, however, that even before default occurs rents not due under the terms of any of the Leases shall be collected or accepted without the prior written consent of Assignee. Said reserved right on the part of automatically and absolutely in the event that Assignee shall deliver to Assignor, at the address hereinafter set forth, a written notice declaring the occurrence of an event of default under the Note, the Deed Of Trust or this Assignment.

2. As an incident to the Assignment hereby made and anything to the contrary contained in Paragraph 1 hereof notwithstanding, Assignor hereby assigns to Assignee any award made hereafter to it in any court proceeding involving any of the Leases in any bankruptcy, insolvency or reorganizing proceedings in any state or federal court, and any and all payments made by such tenants in lieu of rent. Assignor hereby appoints Assignee as its irrevocable Attorney-in-Fact to appear in action and/or to collect any such award or payment.

3. Assignor, in the event of default in the performance of any of the terms and conditions of the Note, the Deed Of Trust or this Assignment, hereby authorizes Assignee, at its option, to enter upon, take possession of, manage and operate the Subject Property or any part thereof; make, cancel, enforce or modify leases; obtain and evict tenants; and fix or modify rents and do any and all acts which Assignee deems necessary and to protect the security hereof; and either with or without taking possession of Subject Property, in its own name sue for or otherwise collect and receive such rents, income and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fee, upon any indebtedness secured hereby, and in such order as Assignee may determine.

4. The receipt by Assignee of any rents, income or profits pursuant to this Assignment after the institution of foreclosure proceedings either by court action or by the private power of sale contain in the Deed Of Trust shall not cure such default nor affect such proceedings or any sale pursuant thereto, nor shall the receipt of this Assignment or any rents, income or profits pursuant hereto be deemed to limit any rights of Assignee or obligation of Assignor under the Deed Of Trust.

5. All amounts received by the Assignee from time to time pursuant to this Assignment shall be applied (i) first to the payment of all costs and expenses incurred by Assignee in connection with the management and operation of the Subject Property and all costs and expenses incurred in connection with enforcement of Assignee's rights hereunder, including reason fees with interest thereon at the rate of interest specified on the Note; (ii) to the payment of all accrued interest on Note; (iii) to the payment of all unpaid principal on the Note; (iv) to the payment of all other obligations of Assignor under the Note and Deed Of Trust; and (v) the balance, if any, shall be distributed to Assignor.

6. Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under any of the leases, and the Assignor hereby agrees to indemnify, defend and hold harmless from any and all liability arising from any of the Leases or from this Assignment. This Assignment shall not place responsibility for the control, care, management or repair of the Subject Property upon Assignee or make Assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Subject Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

7. Assignor covenants and represents that except as may have been disclosed to Assignee in writing, (i) Assignor has full right and title to assign the Leases and the rents, income and profits due or to become due thereunder, (ii) the terms of the Leases have not been changed from the terms in the copies of the Leases in Exhibit "B" hereto submitted to Assignee for approval, (iii) no other assignment of any interest therein has been made, (iv) there are no existing defaults under the provision thereof, (v) there are no offsets, credits or defenses to the payment of any obligation under any of the Leases; and (vi) Assignor will not hereafter cancel, surrender or terminate any of the Leases, exercise any option which might lead to such termination or change, alter or modify them or consent to the release of any party liable thereunder or to the assignment of the lessees' interest in them without the prior written consent of Assignee.

8. Assignor hereby authorizes Assignee to give notice in writing of this Assignment at any time to any tenant under any of the Leases. At the option of Assignee, any such notice to a tenant may be accompanied by a copy of this agreement.

9. Violation of any of the covenants, representations and provisions contained herein by Assignor shall be deemed a default under the terms of the Note and the Deed Of Trust.

10. Default by Assignor under any of the terms of the Leases assigned herein shall be deemed a default under the terms of the Note and the Deed Of Trust. Any expenditures made by Assignee in curing such a default on Assignor's behalf, with interest thereon at the rate of interest specified on the Note, shall become part of the debt secured by this Assignment and the Deed Of Trust.

11. Payment in full of the Note and satisfaction of all obligation secured by the Deed Of Trust and the duly recorded release or reconveyance of the Subject Property described therein shall automatically terminate this Assignment.

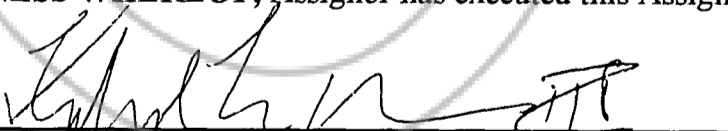
12. This Assignment applies to and binds the original Assignor and its heirs, administrators, executors, successors and/or assigns, as well as any subsequent owner of the Subject Property.

13. As used herein, the term "Assignee" means the holder of the Note or any interest herein.

14. This Assignment is intended to cover all leases now or hereafter created which affect the Subject Property. Nevertheless, Assignor agrees that it will, at any time and from time to time, on demand of Assignee, execute specific Assignments of any future Lease or Leases affecting any portion of the Subject Property.


15. This Assignment shall be governed by and construed to be in accordance with the laws of the State of California, except as preempted by Federal law.


IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.


EDWARD LEO MASON III

STATE OF NEVADA
COUNTY OF WASHOE

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON JANUARY 18, 1995 BY EDWARD LEO MASON III


KAREN BICE
Notary Public - State of Nevada
Appointment Recorded in Carson City
MY APPOINTMENT EXPIRES SEPT. 28, 1997


KAREN BICE
NOTARY PUBLIC FOR THE STATE OF NEVADA

COPY

REQUESTED BY
PACIFIC TITLE, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'95 JAN 23 P4:04

LINDA SLATER
RECORDER
\$ 9.00 PAID KJ DEPUTY

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