

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

~~Steve Gohring  
WAMCO XXVIII, Ltd.  
P.O. Box 8216  
Waco, Texas 76714-8216  
(800) 247-4274~~

Emilia K. Cargill ©  
Lionel Sawyer Collins  
300 South Fourth ST  
Las Vegas, NV 89101  
(702) 383-8888

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FIRST AMERICAN TITLE CO.

APN 1220-03-310-029

Acc # 02-032 Jek

**Space Above Line For Recorder's Use Only**

**ABSOLUTE ASSIGNMENT AND ASSUMPTION  
OF MORTGAGE AND LOAN DOCUMENTS**

This ABSOLUTE ASSIGNMENT AND ASSUMPTION OF MORTGAGE AND LOAN DOCUMENTS (this "**Assignment**") is made as of 10-19-01, by Wells Fargo Bank Nevada, N.A., a national banking association ("**Assignor**"), in favor of WAMCO XXVIII, Ltd. ("**Assignee**").

1. FOR VALUE RECEIVED, Assignor hereby absolutely and irrevocably endorses, negotiates, sells, assigns, conveys, and transfers to Assignee all of Assignor's right, title, and interest in and to the "**Loans**" (as such term is defined in Schedule 1 attached hereto and incorporated herein by this reference), including, without limitation, all of Assignor's right, title, and interest in and to the following:

(See attached Schedule 1)

2. THIS ASSIGNMENT IS WITHOUT RECOURSE, REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED IN THAT CERTAIN LOAN SALE AGREEMENT, DATED AS OF October 19, 2001, BETWEEN WELLS FARGO BANK, N.A. AND ASSIGNEE (the "**Loan Sale Agreement**").

3. Assignee hereby agrees to and accepts the assignment described in Paragraph 1 above. In addition, Assignee hereby expressly assumes and agrees to keep, perform, and fulfill all of the terms, covenants, obligations, and conditions required to be kept, performed, and fulfilled by Assignor under, and/or with respect to, the Loans from and after the date of this Assignment. Assignor hereby agrees to deliver to each person or entity currently obligated to pay and perform the obligations of the borrower under the Loans (the "**Borrower**") any notice required by law to inform such Borrower that Assignor has transferred its interest in the Loans to Assignee as of the date hereof. Assignee hereby indemnifies Assignor against, and shall defend and hold Assignor harmless from (using counsel reasonably satisfactory to Assignor), any and all damages, liabilities, costs, expenses, and losses (including, without limitation, attorneys' fees and costs) that Assignor may sustain or incur directly or indirectly arising out of or related to any breach or default in Assignee's obligations under the Loans or in Assignee's obligations hereunder, from and after the Closing Date.

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4. Without limiting the generality of Paragraph 3 above, Assignee also hereby acknowledges and agrees that it shall be solely responsible for compliance with any laws, rules, or regulations governing the ownership, servicing, and/or administration of the Loans from and after the Closing Date.

5. Assignee specifically indemnifies Assignor against, and shall defend and hold Assignor harmless from (using counsel reasonably satisfactory to Assignor), any and all damages, liabilities, costs, expenses, and losses (including, without limitation, attorneys' fees and costs) that Assignor may sustain or incur by reason of Assignee's failure to comply with the terms and conditions of the Loan Sale Agreement and the foregoing Paragraph 4.

6. The provisions of this Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Absolute Assignment and Assumption of Mortgage and Loan Documents as of the date first set forth above.

"Assignor"

Wells Fargo Bank Nevada, N.A.

By: David Canales  
Name: David Canales  
Title: Assistant Vice President

"Assignee"

WAMCO XXVIII, Ltd.  
By: Wamco XXVIII of Texas, Inc., its general partner

By: Stephen C. Gohring  
Name: Stephen C. Gohring  
Title: Vice President

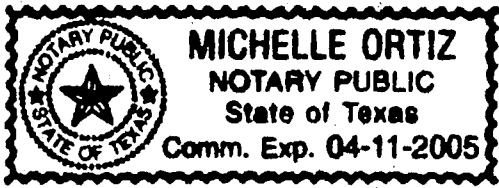
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STATE OF TEXAS )  
 ) SS.:  
COUNTY OF BEXAR )

On December 17, 2001, before me, the undersigned officer, a Notary Public in and for said State, personally appeared David Canales, personally known to me (or proved to me on the basis of satisfactory evidence) to be a Assistant Vice President of Wells Fargo Bank Nevada, N.A., N.A., a national banking association, and that he as such Assistant Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Assistant Vice President and did acknowledge the foregoing instrument to be the act and deed of said association.

WITNESS my hand and official seal.

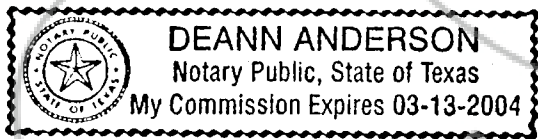


Michelle Ortiz  
Notary Public  
My commission Expires: 4-11-05

STATE OF TEXAS )  
 ) SS.:  
COUNTY OF MCLENNAN )

On December 5, 2001, before me, the undersigned officer, a Notary Public in and for said State, personally appeared Stephen C. Gohring, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President of WAMCO XXVIII of Texas, Inc., and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President and did acknowledge the foregoing instrument to be the act and deed of said association.

WITNESS my hand and official seal.



Deann Anderson  
Notary Public  
My commission Expires: 3-13-04

I hereby certify the address of the within named Assignee to be:

Mailing - P.O. Box 8216 – Waco, Texas 76714-8216  
Physical - 6400 Imperial Dr. – Waco, Texas 76712

By: [Signature]  
Name: Stephen C. Gohring  
Title: Vice President

## Schedule 1

Asset Name:: Christl Family 1988 Trust (John & Joan - Trustee)

Purchaser's Asset No.: 670080740

Property Location: GARDNERVILLE, Douglas NV 89410

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Promissory Note dated December 17, 1999, in the original principal amount of \$1,136,250.00, executed by The Christl Family 1988 Trust U/A/D 11/10/88 payable to the order of First Security Bank of Nevada.

Construction Deed of Trust dated December 09, 1998 executed by John H. Christl and Joan M. Christl, Trustees on behalf of the Christl Famil 1988 Trust U/A/D 11/10/88 in favor of Comstock Bank recorded on December 21, 1998 in Book 1298 at Page 5175 as 0457066 in the Official Records, Douglas County, State of Nevada.

Modification of Deed of Trust originally recorded on December 17, 1999 in Book 1298 at Page 5183 in the Official Records of the County of Douglas, Nevada, dated December 17, 1999 by John H. Christl and Joan M. Christl, Trustees on behalf of The Christl Family 1988 Trust U/A/D 11/10/88 and between First Security Bank of Nevada, recorded on January 14, 2000 in Book 0100 at Page 2142 in the Official Records of the County of Douglas, Nevada.

## LEGAL DESCRIPTION

That portion of Parcel B, as shown on that certain map entitled Final Map Carson Valley Industrial Park, recorded as Document No. 47572, on March 30, 1970, Official Records of Douglas County, Nevada, described as follows:

COMMENCING at Southeast corner of said Parcel B on the Westerly right of way of Industrial Way; thence along the Southerly boundary of said Parcel B south 71 degrees 18'00" West 491.44 feet to the True Point of Beginning; thence continuing along said Southerly boundary South 71 degrees 18'00" West 133.02 feet; thence leaving said boundary North 05 degrees 00'00" West 448.14 feet to a point on the Southerly right of way of Industrial Way; thence Easterly along said right of way South 87 degrees 23'00" East 183.31 feet; thence leaving said right of way South 02 degrees 37'00" West 395.82 feet to the point of beginning.

NOTE: The above legal description was previously recorded December 21, 1998, in Book 1298, Page 5183, as Document No. 457066

REQUESTED BY  
**FIRST AMERICAN TITLE CO.**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2002 MAR 15 AM 11:23

LINDA SLATER  
RECORDER

\$18<sup>00</sup> PAID *KJ* DEPUTY

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