

This Instrument Prepared By and
When Recorded Return To:
First Commercial Corporation
550 West C Street, Ste. 1000
San Diego, CA 92101
Attn: Darcy Gunnell

THIS INSTRUMENT IS BEING RECORDED AS AN
ACCOMODATION ONLY. NO LIABILITY, EXPRESS
OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY
OR SUFFICIENCY NOR AS TO ITS EFFECT, IF ANY,
UPON TITLE TO ANY REAL PROPERTY DESCRIBED
THEREIN.

FIRST AMERICAN TITLE CO.

SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE ONLY

APN 1220-03-310-029

ASSIGNMENT OF CONSTRUCTION DEED OF TRUST, ASSIGNMENT OF
RENTS, SECURITY AGREEMENT AND GENERAL ASSIGNMENT OF
LOAN DOCUMENTS

Be it known that on the date hereinafter set forth, before the undersigned Notary Public, and in the presence of the undersigned witnesses personally appeared:

WAMCO XXVIII, Ltd., a Texas limited partnership ("Assignor"), appearing herein through Stephen C. Gohring, a Vice President of WAMCO XXVIII of Texas, Inc., a Texas corporation, in its capacity as general partner of WAMCO XXVIII, Ltd, having its address at 6400 Imperial Drive, Waco, Texas 76714-8216, who did declare that it made and entered into and does hereby make and enter into this Assignment of Deed of Trust and Assignment of Rents, Security Agreement, and General Assignment of Loan Documents under the following terms and conditions:

Assignor, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, hereby absolutely sells, transfers, assigns, delivers, sets-over and conveys to FIRST COMMERCIAL CORPORATION, a California corporation ("Assignee"), all of Assignor's right, title and interest in and to:

(a) That certain Construction Deed of Trust dated as of December 9, 1998, from John H. Christl and Joan M. Christl, as Trustees for The Christl Family 1988 Trust UAD 11/10/88 (the "Borrower"), to Comstock Bank and recorded on December 21, 1998 as Instrument No. 0457066 in Bk1298Pg5183 in the County of Douglas, State of Nevada (the "Deed of Trust"),

(b) That certain Modification of Deed of Trust dated as of December 17, 1999, from Borrower to First Security Bank of Nevada and recorded on January 14, 2000 as Instrument No. 0484455 in Bk0100Pg2143 in the County of Douglas, State of Nevada (the "Modification"), and

(c) All other documents and instruments relating to the loan including, but not limited to a Promissory Note, as amended and modified, and Construction Loan Agreement (the "Loan Documents"), including all liens and security interests securing the payment of amounts owing under and with respect to the Loan Documents, which encumber or relate to the real estate legally described in the Deed of Trust (herein, the "Mortgaged Premises"), together with all amendments, supplemental agreements, releases, reconveyances, consolidations and other agreements relating to any of the foregoing.

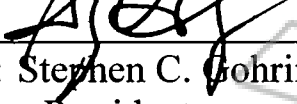
0537071

BK 0302 PG 05407

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 DECEMBER 14, 2001 BETWEEN ASSIGNOR AND ASSIGNEE.

Dated: January 4, 2002

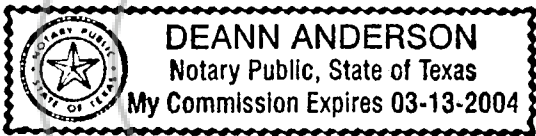
WAMCO XXVIII, Ltd.,
By: WAMCO XXVIII of Texas, Inc. general partner


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

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

On January 4, 2002, 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 a Vice President of WAMCO XXVIII of Texas, Inc., a Texas corporation, in its capacity as general partner of WAMCO XXVIII, Ltd., a Texas limited partnership, 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 corporation and limited partnership.

WITNESS my hand and official seal.




Notary Public
My commission Expires: 3-13-04

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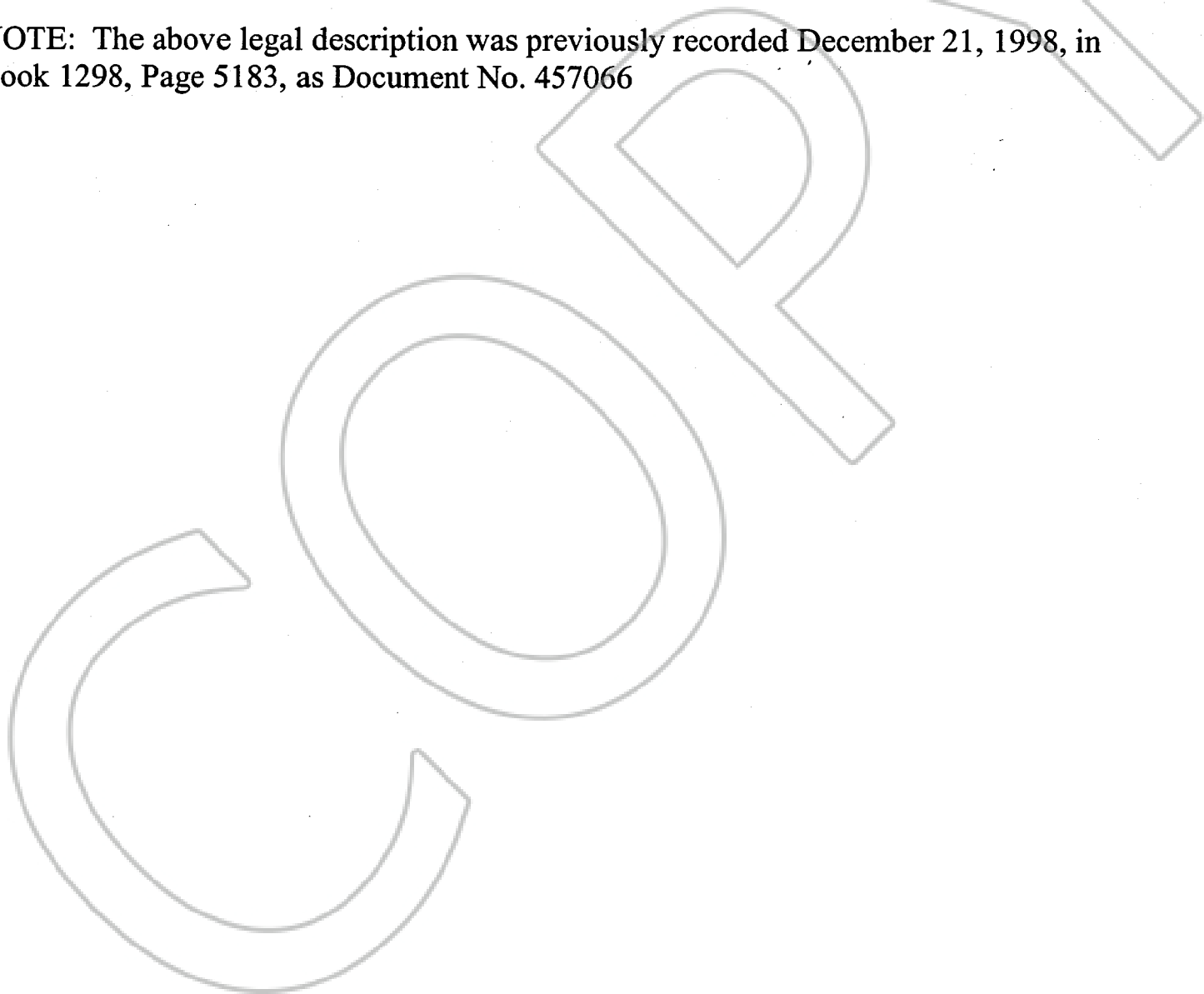
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LEGAL DESCRIPTION

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 11:24

LINDA SLATER
RECORDER

\$16⁰⁰ PAID *KJ* DEPUTY

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