

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 9 Fee: 47.00
BK-0405 PG-11276 RPTT: 0.00



APNs 1220-06-001-012
1220-06-001-013
1220-06-001-006

RECORDING REQUESTED BY
First American Title Company of Nevada
142-2189398NMP as to Property A;
142-2200075NMP as to Property B

WHEN RECORDED MAIL TO:

OWENS MORTGAGE INVESTMENT
FUND, a California limited partnership
P. O. Box 2400
Walnut Creek, CA 94595

Loan # 51017

ABSOLUTE ASSIGNMENT OF RENTS AND LEASES

THIS AGREEMENT is made on **April 20, 2005**, by **TRANS-SIERRA INVESTMENTS, INC.**, a Nevada corporation, whose address is **Trans-Sierra Investments, Inc., C/O Gary B. Casteel, P.O. Box 1047, Minden, NV 89423**, hereinafter referred to as "Assignor", in favor of

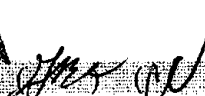
OWENS MORTGAGE INVESTMENT FUND, a California limited partnership, whose address is **2221 Olympic Blvd., Walnut Creek, CA 94595**, hereinafter referred to as "Assignee"

THIS ASSIGNMENT IS MADE FOR THE PURPOSE OF SECURING:

- A. The payment of the indebtedness (including any extensions or renewals thereof) evidenced by a certain Note of even date herewith in the principal sum of **\$3,250,000.00** and secured by that certain Deed of Trust of even date herewith (hereinafter referred to as the "Deed of Trust"), upon all that real property located in the **City of Minden, County of Douglas, State of Nevada, as to Property A; City of South Lake Tahoe, County of El Dorado, State of California, as to Property B** and described as follows:

SEE EXHIBIT 'A' ATTACHED FOR LEGAL DESCRIPTION

APN's: **1220-06-001-005 & 1220-06-001-006**, as to Property A;
APN's: **029-530-15-100, 029-510-07-100, 029-510-15-100, 029-510-06-100, 029-510-03-100, 029-510-02-100, 029-510-11-100, 029-510-01-100, 029-470-03-100, 029-510-12-100, 029-510-14-100 and 029-470-02-100**, as to Property B

INITIAL  () () ()

- B. The payment of any other indebtedness or liability of Assignor to Assignee, now or hereafter arising, and secured by the Deed of Trust; and
- C. The performance and discharge of each and every term, covenant and condition of Assignor contained in the Note, Deed of Trust, or any other instrument constituting security for the Note

WITNESSETH

Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Assignor in, to and under any and all lease and rental agreements affecting the premises described herein, or any part thereof, now existing or which may be executed at any time in the future during the life of this Assignment, and all amendments, extensions and renewals of said lease and rental agreements, and any of them, (all of which are hereinafter collectively referred to as the "Leases"), and all rents, royalties, issue, revenues, income and profits which may now or hereafter be or become due or owing under the Leases, and any of them, or which may be derived from or exist on account of the use of the premises.

ASSIGNOR WARRANTS, COVENANTS AND AGREES TO AND FOR THE BENEFIT OF ASSIGNEE AS FOLLOWS:

1. That it is the sole owner of the entire Lessor's interest in the Leases and that, it has not and shall not execute any other assignment of any of the Leases or the rents, income and profits accruing from the premises, and that it has not and shall not intentionally and voluntarily perform any acts or execute any other instrument which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment. **If there are any existing exceptions, they shall be identified in an attached exhibit.**
2. That the Leases are valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated, renewed, nor have any of the terms and conditions thereof been waived, in any manner whatsoever, except as approved in writing by Assignee, and shall not be altered, modified, amended, terminated, renewed, or any term or condition thereof be waived, without the prior written approval of Assignee, which approval shall not be unreasonably withheld.
3. That there are no defaults now existing under any of the Leases, and there exists no state of facts which, with the giving of notice or lapse of time, or both, would constitute a default under any of the Leases; and that Assignor will fulfill or perform each and every condition and covenant of each of the Leases by Lessor to be fulfilled or performed, give prompt notice to Assignee of any notice of default by Assignor under any of the Leases received by Assignor, together with complete copy of any such notice. Assignor shall, at the sole cost and expense of Assignor, enforce, short of termination of any Lease, the performance or observance of each and every covenant and condition of all such Leases by the Lessee(s) to be performed observed.
4. That it has not and shall not collect, or accept payment of, rent under any of the Leases more than one (1) month in advance, other than as provided under the Leases.
5. Assignor shall, upon receipt of demand by Assignee, deliver copies of all Leases covered by this Assignment.

6. That it shall and does hereby assign and transfer to the Assignee any and all subsequent leases upon all, or any part, of the premises, and shall execute and deliver, at the request of Assignee, all such further assurances and assignments as Assignee shall, from time to time, require or deem necessary.
7. That each of the Leases shall remain in full force and effect, irrespective of any merger of the interests of the Lessor and Lessee under any of the Leases, without Assignee's approval.
8. That Assignor will not permit the Lessor's interest in any Lease to become subordinate to any lien, other than the lien of the Deed of Trust.

ASSIGNOR FURTHER AGREES AS FOLLOWS:

This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, until notified by Assignee in writing that a default has occurred under the terms and conditions of the Note or Deed of Trust, or any other instrument constituting additional security for the Note, Assignor shall have a license to receive, collect and enjoy the rents, income and profits accruing from the premises.

In the event of any default in the Note or Deed of Trust, or any other instrument constituting additional security for the Note, Assignee may, at its option, receive and collect all such rents, income and profits as they become due, from such premises and under any and all Leases for all, or any part, of the premises. Assignee shall, thereafter, continue to receive and collect all such rents, income and profits, until such default has been cured.

Assignor hereby appoints Assignee as its true and lawful attorney, with full power of substitution, and with power for Assignee in its own name and capacity, or in the name and capacity of Assignor, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the premises after default, and, at Assignee's discretion, to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name, or in the name of Assignor, or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Lessees of the premises are hereby expressly authorized and directed to pay any and all amounts due Assignor pursuant to the Leases to Assignee, or such nominee as Assignee may designate in writing, delivered to and received by such Lessees who are expressly relieved of any and all duty, liability or obligation to Assignor, in respect of all payments so made. Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Assignee, or its designee, to enter upon the premises pursuant to an Order of the Court. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times hereafter, without notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the premises; and of any indebtedness or liability secured by or created under the Note, and any instrument securing it, including, but not limited to, the payment of receiver's fees, receiver's attorneys' fees, receiver's certificate, taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the premises, or of making the same rentable, attorneys' fees incurred in connection with the enforcement of this Assignment, and of the principal and interest payments due from Assignor to Assignee on the Note and the Deed of Trust, all in such order as Assignee may determine.

Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder, or to perform or carry out any of the obligations of the Lessor under any of the Leases, and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor in the Leases. Assignor hereby agrees that the following shall be added to the indebtedness secured hereby: any liability, loss or damage incurred by Assignee hereunder or by reason of this Assignment, including, without limitation, reasonable attorneys' fees which may or might be incurred by it under the Leases, or any and all claims and demands whatsoever, which may be asserted

against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases. Assignor hereby agrees to indemnify Assignee and to hold it harmless from any and all liability, loss or damage, including, without limitation, reasonable attorneys' fees and costs, which may or might be incurred by it under the Leases or by reason of this Assignment, and from any and all claims and demands whatsoever, which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in any of the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the premises, or parts thereof, upon Assignee, nor shall it operate to make assignee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the premises by the Lessee under any of the Leases, or any other party, or for any dangerous or defective condition of the premises, or for any negligence in the management, upkeep, repair or control of the premises resulting in loss or injury or death of any lessee, licensee, employee or stranger

Assignee may take or release other security, may release any party, primarily or secondarily liable for any indebtedness secured hereby, may grant extensions, renewals or indulgences with respect to such indebtedness, and may apply any other security therefor held by it to the satisfaction of such indebtedness, without prejudice to any of its rights hereunder.

Upon payment in full of all indebtedness secured hereby, as evidenced by the recording of a full reconveyance, without the recording of another deed of trust in favor of the Assignee affecting the premises, this assignment shall be void and of no effect.

Assignee may, at its option, although it shall not be obligated to do so, perform any Lease covenant for and on behalf of the Assignor, and any monies expended in so doing shall be chargeable, with interest, to the Assignor and added to the indebtedness secured hereby.

Waiver of or acquiescence by Assignee in any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any warranties or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar. The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Note, Deeds of Trust, or any other instrument constituting security for the Note, or at law or in equity.

If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

All notices to be given pursuant to this Assignment shall be sufficient if mailed, postage prepaid to the above-described addresses of the parties hereto, or to such other address as a party may request in writing. Any time period provided in the giving of any notice hereunder shall commence upon the date such notice is deposited in the mail.

The terms "Assignor" and "Assignee" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only, and shall apply with the same effect, whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall, likewise, include the plural.


This Assignment may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.




IN WITNESS WHEREOF, the said Assignor has caused this instrument to be executed as of the date and year first above written, at Walnut Creek, California.

ASSIGNOR:

TRANS-SIERRA INVESTMENTS, INC., a Nevada corporation


Gary B. Casteel, President


Claudia A. Casteel, Secretary

Notarize

COPY

CALIFORNIA ALL PURPOSE NOTARY ACKNOWLEDGEMENT

STATE OF Nevada

COUNTY OF Douglas

On this 22nd day of April in the year of 2005,
before me, the undersigned, a Notary Public in and for said State, personally appeared

Gary B. Casteel and Claudia A. Casteel

personally known to me (or 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.

Signature Patricia A. Stirling
NOTARY PUBLIC



STATE OF _____

COUNTY OF _____

On this _____ day of _____ in the year of _____,
before me, the undersigned, a Notary Public in and for said State, personally appeared

personally known to me (or 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.

Signature _____
NOTARY PUBLIC

TO BE ATTACHED TO THE ABSOLUTE ASSIGNMENT OF RENTS & LEASES DATED April 20, 2005



EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein is situated in the County of Douglas, State of Nevada, and is described as follows:

Parcel 1:

Parcel 1 as shown on Parcel Map No. LDA-079, in the County of Douglas, State of Nevada, filed April 15, 2005 as Document No. 641836, in the office of the County Recorder of said County.

Parcel 2:

Parcel 2 as shown on Parcel Map No. LDA-079, in the County of Douglas, State of Nevada, filed April 15, 2005 as Document No. 641836, in the office of the County Recorder of said County.

Parcel 3:

A parcel of land located within a portion of the Northwest one-quarter (NW1/4) of Section 6, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the Northwest corner of Section 6 per Parcel Map for June Irene Rolph as recorded in the Office of the Recorder, Douglas County, Nevada on March 16, 1982 as Document No. 65928; thence along the North line of said Section 6 North 89°58'09" East, 1529.20 feet to the Point Of Beginning; thence continuing along said North line North 89°58'09" East, 457.19 feet; thence South 00°31'12" East, 466.73 feet; thence North 89°58'09" East, 466.69 feet to a point on the westerly right-of-way of State Route 88; thence along said westerly right-of-way South 00°31'12" East, 563.21 feet; thence South 89°27'44" West, 44.77 feet; thence along the arc of a curve to the left having a radius of 250.00 feet, central angle of 37°05'13" and an arc length of 161.82 feet; thence South 52°22'31" West, 70.89 feet; thence along the arc of a curve to the right having a radius of 200.00 feet; central angle of 37°05'13" and an arc length of 129.46 feet; thence along the South line of an existing 41 foot ditch irrigation and maintenance easement as shown on the Land Division Map for Ronald L. Simek as recorded in the Office of the Recorder, Douglas County, Nevada in Book 693, at page 7076 as Document No. 311336 South 89°27'44" West, 108.59 feet; thence along said South line of existing ditch easement South 89°11'09" West, 437.52 feet; thence along the centerline of an existing irrigation ditch North 00°38'25" West, 628.28 feet; thence along said centerline North 00°54'59" West, 545.74 feet to the Point Of Beginning.

Note: The above metes and bounds legal description appeared previously in that certain document recorded March 10, 1999 in Book 0399, Page 2498 as Instrument No. 462991.



EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of South Lake Tahoe, County of El Dorado, State of California, described as follows:

Parcel A:

A Condominium estate composed of:

Parcel 1: An undivided 3.1896% interest in and to Lots 5, 8 and 9 of the Park Avenue Subdivision, Phase 1, as more particularly described in that certain Map recorded on June 27, 2000 in Book I of Subdivision Maps, at Page 68 (the "Tract Map").

Excepting and reserving from said Parcel 1 the following:

(a) Residential Unit Nos. 2105, 2106, 2107, 2108, 2109, 2110, 2113, 2114, 2150, 2154, 2158, 2159, 2160, 2165, 2166, 2167, 2171, 2172, 2174, 2177, 2179, 2180, 2184, 2200, 2201, 2202, 2203, 2204, 2209, 2210, 2214, 2216, 2220, 2224, 2227, 2228, 22229, 2234, 2235, 2236, 2240, 2241, 3100, 3102, 3103, 3104, 3105, 3106, 3107, 3108, 3109, 3110, 3113, 3114, 3118, 3119, 3122, 3125, 3126, 3130, 3131, 3134, 3138, 3150, 3154, 3158, 3159, 3160, 3165, 3166, 3167, 3171, 3172, 3174, 3177, 3179, 3180, 3181, 3184, 3200, 3201, 3202, 3203, 3204, 3209, 3210, 3214, 3218, 3220, 3224, 3227, 3228, 3229, 3234, 3235, 3236, 3240, 3241, 3243, 3246, 3247, 3249, 3251, 3252, 3256, 3257, 3263, 3400, 3404, 3408, 3414, 3416, 3418, 4100, 4102, 4103, 4104, 4105, 4106, 4107, 4108, 4109, 4110, 4113, 4114, 4117, 4118, 4150, 4154, 4157, 4158, 4200, 4201, 4202, 4203, 4204, 4209, 4210, 4211, 4214, 4220, 4224, 4227, 4228, 4229, 4234, 4235, 4236, 4240, 4241, 4243, 4246, 4247, 4249, 4251, 4252, 4253, 4256, 4258, 4260, 4262, 4263, 4400, 4408, 4414, 4416, 4418, 5100, 5102, 5103, 5104, 5105, 5106, 5107, 5108, 5109, 5112, 5113, 5114, 5115, 5150, 5152, 5226, 5227, 5228, 5229, 5234, 5235, 5238, 5240, 5241, 5243, 5246, 5247, 5250, 5252, 5253, 5263, 5265.

And Commercial Units Nos. CU-1 through CU-15, inclusive,

all as shown on that certain Condominium Plan recorded on November 21, 2001, as Instrument No. 01-75866, in the Office of the County Recorder of El Dorado County, California (the "Condominium Plan");

(b) A non-exclusive easement for ingress, egress, use and enjoyment over the Common Area, subject to the provisions of that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Grand Residence Club at Lake Tahoe, recorded November 26, 2001, as Instrument No. 01-76239 of Official Records of El Dorado County, California (the "Declaration"), together with the right to convey the same to others;

(c) An exclusive right to possession and occupancy and an exclusive easement over all Limited Common Area, as defined in the Declaration and Condominium Plan together with the right to convey the same to others;

(d) All those certain easements referred to in Section 3.10 and 3.11 of the Declaration, together with the right to grant said easements to others;

Parcel 2: Commercial Units CU-1, CU-2, CU-7, CU-9, CU-10, CU-11, CU-12, CU-14, and CU-15, as shown on the Condominium Plan recorded on November 21, 2001 as instrument no. 01-75866, in



the Office of the County Recorder of El Dorado County.

Parcel 3: A non-exclusive easement for ingress, egress, use and enjoyment, subject to the provisions of the Declaration, over the Common Area, (except for all limited Common Area, as defined in the Declaration and Condominium Plan).

Parcel 4: An exclusive right to possession and occupancy and an exclusive easement to use of all Commercial Limited Common Areas specifically appurtenant to Commercial Units CU-1, CU-2, CU-7, CU-9, CU-10, CU-11, CU-12, CU-14, CU-15 and a non-exclusive right to possession and occupancy and a non-exclusive easement to use all Commercial Limited Common Areas appurtenant to all "Commercial units as a class" (as defined in the Declaration), as such Commercial Limited Common Areas are shown on the Condominium Plan or in the Declaration, subject to the provisions of the Declaration.

Parcel 5: A non-exclusive, perpetual, easement to use that certain 50 foot wide section of Lot 3B, as shown on the Tract Map, for vehicular and pedestrian ingress and egress purposes from Park Avenue to Lot 5, as shown on the Tract Map.

Parcel B:

Lots 6 and 7 as shown on the map entitled "Park Avenue Subdivision Phase 1" filed for record June 27, 2000 in Book I of Subdivision Maps, page 68, Official Records of El Dorado County

APN: 029-530-15-100 and 029-510-07-100 and 029-510-15-100 and 029-510-06-100 and 029-510-03-100 and 029-510-02-100 and 029-510-11-100 and 029-510-01-100 and 029-470-03-100 and 029-510-12-100 and 029-510-14-100 and 029-470-02-100

