

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

La Jolla Loans, Inc.  
12651 High Bluff Drive, Suite 250  
San Diego, California 92130  
Attn: Keffer Norris  
LOAN NO. 2008-1508  
Instructions to County Recorder:  
DOUGLAS COUNTY, NEVADA  
APN:1320-33-311-033

RECORDING REQUESTED BY  
WHEN RECORDED MAIL TO:

DOC # 738770  
02/27/2009 04:00PM Deputy: GB  
OFFICIAL RECORD  
Requested By:  
FIRST AMERICAN TITLE REN  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 11 Fee: 24.00  
BK-209 PG-7672 RPTT: 0.00



2338710-VT

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS  
AND FIXTURE FILING**

This DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING ("Deed of Trust"), is made as of February 12, 2009, between SCIP REO IV, LLC, a Delaware Limited Liability Company, herein called TRUSTOR, whose address is 12651 High Bluff Drive, Suite 250, San Diego, California 92130, FORECLOSURE CONSULTANTS, INC., herein called TRUSTEE, and the persons and entities identified in the attached Lender Addendum, collectively referred to herein as BENEFICIARY.

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that certain real property in the County of Douglas, State of Nevada, with the common street address of: **1478 Hanslope Way, Gardnerville, NV 89410** and more particularly described in EXHIBIT A attached hereto and incorporated by reference herein and any and all improvements thereon and appurtenances thereto, together with an absolute and unconditional assignment of the rents, issues, profits and leases thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing the due, prompt and complete payment and performance by Trustor of all of its obligations, covenants and agreements under all of the following: (1) payment of the sum of **Two Million One Hundred Seventy Thousand Dollars (\$2,170,000.00)** with interest thereon according to the terms of that certain Promissory Note of even date herewith made by Trustor, payable to order of Beneficiary, and modifications, extensions or renewals thereof (the "Note"), (2) payment of all other sums becoming due or payable under the provisions of this Deed of Trust, including all additional advances made by Beneficiary under this Deed of Trust, (3) the performance of each agreement of Trustor under this Deed of Trust, and (4) payment of additional sums and interest thereon which may hereafter be owed to Beneficiary, or its successors or assigns, when evidenced by a promissory note or notes or other agreements reciting that they are secured by this Deed of Trust.

A. To protect the security of this Deed of Trust, Trustor agrees:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary casualty insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may

determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

4. To pay, at least ten (10) days before delinquency, all taxes and assessments affecting said property, including assessments on appurtenant water stock and, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior, superior or junior hereto, and all costs, fees and expenses of this Deed of Trust.

5. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

6. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from the date of expenditure at the amount provided by law in effect at the date hereof regarding the obligation secured hereby, any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is further agreed:

1. That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."



5. Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder or the occurrence of any other default under the Note or hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. That upon breach or default by Trustor in payment of any indebtedness secured hereby or in the payment or performance of any agreement, term or provision hereunder, or upon the occurrence of a default under the Note, a default shall exist hereunder, and Beneficiary may in addition to all of its other rights and remedies, all of which are cumulative, declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell all or such portions of said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order, and in one sale or any number of separate sales, as Beneficiary may determine at its sole discretion, at public auction(s) to the highest bidder for cash in lawful money of the United States, payable at time of sale(s). Trustor waives all rights to require the property or any other collateral to be sold together or separately, to direct the order in which any of the property or other collateral for the obligations secured hereby will be sold, to have any of the property or other collateral marshaled upon any sale, and/or to direct the application of any proceeds of sale. Trustee may postpone any sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at any such sale.

After deducting all costs, fees and expenses of Trustee and of this Deed of Trust, including costs of evidence of title in connection with sale, Trustee shall apply to proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby in such order as Beneficiary may direct in its sole and absolute discretion; and the remainder, if any, to the person or persons legally entitled thereto.

The power of sale under this Deed of Trust and any right or power of sale provided by law shall not be exhausted or extinguished by any one or more sales (or attempts to sell) as to all or any portion of the property remaining unsold, but shall continue unimpaired until all of the property or collateral has been sold by exercise of the power of sale herein contained and all obligations secured hereby shall have been paid in full. Beneficiary may exercise any one or more of its remedies at its option without regard to the adequacy of its security.

7. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named



herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee.

8. That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the Note, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural and vice versa.

9. That Trustee accepts this Deed of Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

10. In the event Trustor, or any successor in interest to Trustor in the property encumbered by this Deed of Trust ("Real Property"), sells, conveys, alienates, assigns, transfers, encumbers or disposes of the Real Property, or any part thereof or any interest therein, or becomes divested of its title or any interest therein in any manner or way, absolutely or for security, voluntarily or involuntarily, or enters into an agreement to do so, without the prior written consent of Beneficiary, then this Deed of Trust shall be in default and Beneficiary may, at its election, declare the sums due under the Note and such other obligations secured by this Deed of Trust, irrespective of the provisions of the Note and/or such other indebtedness and obligations, immediately due and payable without notice. Notwithstanding the foregoing, Trustor may transfer the Real Property without the prior written consent of Beneficiary if such transfer is to a trust of which Trustor is the trustor and the beneficiaries are the spouse or lineal descendants of Trustor, provided Trustor furnishes Beneficiary with prior written notice of such transfer. No waiver of the requirement of consent by Beneficiary as set forth herein shall be effective unless in writing. Consent by Beneficiary to any one or more transactions described above shall not constitute nor be deemed to be a consent, or waiver of the requirement of consent, as to any future or succeeding transactions. Notwithstanding the foregoing provisions, the Real Property described in this Deed of Trust may be sold, transferred or conveyed by Trustor upon satisfaction of the conditions precedent to a release of the Real Property described in Paragraph 17 of this Deed of Trust.

**11. Environmental Obligations and Indemnities.**

**11.1 Definitions.** The following terms used in this Deed of Trust shall have the meanings set forth below:

(a) **"Hazardous Material(s)"** means any chemical, substance, object, condition, material or waste that is or may be hazardous to human health or safety or to the environment, due to its radioactivity, ignitability, corrosivity, flammability, toxicity, infectiousness or any other harmful properties or effects, including all chemicals, substances, objects, conditions, materials or wastes that are now or hereafter may be regulated in any manner, classified as *dangerous*, *hazardous* or *toxic*, or as pollutants or contaminants, or to which exposure is prohibited or restricted by any federal, state or local governmental agency board or public authority or by any Environmental Law.

(b) **"Environmental Law"** means any federal, state or local law, ordinance or regulation or any rule adopted or guideline promulgated pursuant thereto, or any order, ruling or directive of any federal, state, local, executive, judicial, legislative, administrative or other governmental agency, board or public authority relating to health, industrial hygiene, the environment, or the



occupational or environmental conditions on, under or about the Real Property (including, without limitation, air, soil, soil vapor, groundwater, surface water and/or use), whether now or hereafter in force.

(c) **"Hazardous Materials Claims"** means any and all claims and causes of action, demands, administrative proceedings or orders, liens, losses, damages, injuries to persons and/or property, judgments, penalties, fines, suits, proceedings, defenses, offsets, obligations, duties, costs or expenses (including a remedial, removal, response, abatement, cleanup, compliance, legal, investigative, planning and monitoring costs) and other liabilities arising from any Hazardous Material and/or any Environmental Law.

(d) **"Indemnified Parties"** means Beneficiary and any successor to Beneficiary, any assignee of Beneficiary's interest in the Note secured by this Deed of Trust, the directors, officers, employees, shareholders and agents of Beneficiary and such assignees and successors, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

**11.2 Compliance with Environmental Laws; Use of Hazardous Materials.** Trustor shall at all times keep and maintain the Real Property in compliance with, and shall not cause or permit the Real Property or any activities conducted thereon to be in violation of, any Environmental Law, and shall give all notices and warnings and make all disclosures required by any Environmental Law. Trustor shall not conduct itself, and shall not permit any third party, or any owner, tenant, lessee or other occupant of the Real Property to conduct itself, in a manner so as to be in violation of any Environmental Law.

**11.3 Notification to Beneficiary.** Trustor shall immediately advise Beneficiary in writing of Trustor's discovery of or receipt of notice of (i) any and all Hazardous Materials Claims or proceeding or inquiry by any governmental authority with respect to the presence of any Hazardous Material on, under or about the Real Property; (ii) any use, release, discharge, or presence of Hazardous Material, on, under or about the Real Property; and (iii) any Remedial Work (as defined below) that Trustor proposes to undertake. Trustor shall also provide to Beneficiary copies of all notices received by Trustor from governmental authorities relating to any of the foregoing and all responses to such notices, including all reports, studies, and/or remedial action plans and other materials prepared by or on behalf of Trustor.

**11.4 Remedial Work.** In the event that any investigation, site monitoring, abatement, containment, cleanup, removal, restoration, response or other remedial work of any kind or nature with respect to the Real Property (the "Remedial Work") is required under any Environmental Law or recommended in any environmental report, Trustor shall notify Beneficiary and shall promptly and within the period of time required under applicable Environmental Laws commence to perform, or cause to be commenced, and thereafter diligently prosecute to completion all such Remedial Work at Trustor's sole cost and expense, in compliance with applicable Environmental Laws and in good and workmanlike manner, free of all liens and encumbrances. In the event that Trustor fails to perform any obligation hereunder, Beneficiary shall have the right, but not the duty, to perform, and Trustor agrees to pay to Beneficiary, on demand, all costs and expenses incurred by Beneficiary in connection therewith.

**11.5 Indemnity.** Trustor agrees to indemnify, defend (with counsel satisfactory to each affected Indemnified Party), protect, save and hold harmless the Indemnified Parties from and against any and all Hazardous Materials Claims and other costs arising from any Environmental Law or presence of any Hazardous Materials on, under or about the Real Property or which arise by reason of Trustor's failure to perform or observe any of its obligations or agreements under this Section B.11. All Indemnified Parties affected by any Hazardous Materials Claim shall have the right to participate, with counsel of their choice, in the defense of such Hazardous Materials Claim. Trustor shall not settle or compromise any Hazardous Materials Claim without first obtaining written approval of the proposed settlement or compromise from all affected Indemnified Parties.



**11.6 Obligations Cumulative.** Trustor's obligations under this indemnity shall be in addition to any other obligations or liability that Trustor may have to the Indemnified Parties at law or in equity, including any obligation of contribution or compensation under any Environmental Law.

**11.7 Indemnity Obligations Survive Extinguishment of Lien.** Notwithstanding any contrary provision or implication in this Deed of Trust, Trustor's indemnity obligations set forth in Section B.11.5 shall survive upon the extinguishment of the lien of this Deed of Trust as a result of transfer of title to the Real Property upon conclusion of a judicial or nonjudicial foreclosure sale, a conveyance in lieu of foreclosure, or by reconveyance of this Deed of Trust. Trustor agrees that the Indemnified Parties may take advantage to the fullest extent possible of all of their rights and remedies under California Code of Civil Procedure Sections 564, 726.5 and 736 and California Civil Code Section 2929.5 as currently existing and as may be amended herewith. Trustor further acknowledges that the Trustor's indemnity obligations set forth in Section B.11.5 are fully enforceable; that the Indemnified Parties may bring an action for breach of such indemnity obligations against Trustor whether or not Trustor is in default; and that an action or failure to foreclose first against all or any portion of the Real Property shall not constitute an action within the meaning of subdivision (a) of California Code of Civil Procedure Section 726, or constitute a money judgment for a deficiency or a deficiency judgment within the meaning of California Code of Civil Procedure Sections 580a, 580b, or 580d, or subdivision (b) of Section 726.

**11.8 Receiver.** Without limiting any of the other remedies or provisions set forth in this Deed of Trust, Beneficiary may bring an action for the appointment of a receiver for the enforcement of the rights provided in Section 2929.5 of the California Civil Code. Trustor acknowledges that any action by Beneficiary to appoint a receiver pursuant to this Section B.11 shall not constitute an action within the meaning of subdivision (a) of California Code of Civil Procedure Section 726.

**12.** The collateral in which Beneficiary has a security interest includes or may include goods which are or are to become fixtures on the Real Property. This Deed of Trust is intended to serve as a fixture filing pursuant to the terms of the Nevada Uniform Commercial Code. This filing is to be recorded in the real estate records of the county in which the Real Property is located. Trustor is the "debtor;" Beneficiary is the "secured party;" and the address of each are as specified in the first paragraph of this Deed of Trust. Each Trustor is an individual.

**13.** If any term or provision of the Deed of Trust or the application thereof to any person, entity or circumstances shall to any extent be invalid or unenforceable, the remainder of this Deed of Trust, or the application of such terms or provision to persons, entities, or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of this Deed of Trust shall be valid and enforceable to the fullest extent permitted by law. If more than one person has executed this Deed of Trust, the obligations of all such persons shall be joint and several. Reference to "Trustor" shall refer to each and every trustor hereunder. This Deed of Trust and the obligations secured hereby shall be governed by and interpreted in accordance with the laws of the State of Nevada.

**14.** Beneficiary shall have the right to determine the order in which any and all portions of the obligations secured hereby or under the Deeds of Trust are satisfied from the proceeds realized upon the exercise of any remedies provided herein. Trustor, any person who consents to this Deed of Trust and any person who now or hereafter acquires a security interest in the Real Property hereby waives, to the extent permitted by law, any and all right to require marshaling of assets in connection with the exercise of any of the remedies provided herein or to direct the order in which any of the property will be sold in the event of any sale under this Deed of Trust or the related loan documents.

**15.** The Note secured by this Deed of Trust is also secured by other Deeds of Trust listed and described on Schedule 1 to the Note. This Deed of Trust and the Deeds of Trust described on Schedule 1 to the Note are sometimes referred to herein collectively as "the Deeds of Trust". The



secured obligations and all obligations of Trustor under the Note, the Deeds of Trust, and the related loan documents are hereby expressly cross-defaulted and cross-collateralized with any and all obligations of Trustor to Beneficiary, whether now existing or arising in the future. Without limiting the foregoing, the occurrence of an Event of Default by Trustor under the Deeds of Trust described on Schedule 1 to the Note shall also constitute a default under the Note and all of the other Deeds of Trust. If an Event of Default occurs, Beneficiary shall be entitled to exercise any and all rights and remedies provided in the Note, the Deeds of Trust, and the related loan documents or under applicable law, it being expressly understood and agreed by Trustor that the collateral securing any part of the indebtedness or the obligations to Beneficiary is collateral for all of said indebtedness or obligations. A default by Trustor under this Deed of Trust or under the other Deeds of Trust or any of the related loan documents is sometimes referred to as an "Event of Default."

16. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Trustor at the address hereinbefore set forth.


17. Provided that Trustor is not in default under any of the terms or conditions of the Note, the Deeds of Trust or any of the related loan documents and all property taxes, insurance premiums and junior and senior lien payments (if any) are paid current and not in default, Beneficiary shall release its interest in the parcels of Real Property described in the Deeds of Trust upon payment of 105% of the Purchase Price shown on Schedule 1 to the Note or 80% of the gross sales price of the property being released, whichever is greater. Any release is subject to and contingent upon Beneficiary being provided with certified copies of the estimated HUD-1 Statements, Purchase and Sale Agreements and a release request from the Escrow Agent handling the sale for Beneficiary's review and approval in writing.

**Signature of Trustor**

**SCIP REO IV, LLC, A Delaware Limited Liability Company**

By: SCIP, LLC, a California limited liability company

By:  
**It's Manager and Member**

By:   
**Dann Schuetz, Manager/Member**



California All-Purpose Acknowledgement as of January 1, 2008

State of California

County of San Diego

On 21 12 2009 before me, Lorri Wirick, a Notary Public in and for said state, personally appeared, Dann Schweetz, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(area for Notary Seal)



BK-209  
PG-7679



**EXHIBIT 'A'**

**LOT 28, BLOCK B, AS SET FORTH ON FINAL SUBDIVISION MAP FSM 1006-2 FOR CHICHESTER ESTATES PHASE 2, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON DECEMBER 9, 1996, IN BOOK 1296 AT PAGE 1286, AS DOCUMENT NO. 402540, AND BY CERTIFICATE OF AMENDMENT RECORDED JULY 17, 2001, BOOK 0701, PAGE 3929, AS DOCUMENT NO. 518479.**

**COPY**



BK-209  
PG-7680

**LENDER ADDENDUM TO DEED OF TRUST**  
**(LOAN NO. 2008-1508)**

The provisions of this Lender Addendum to Deed of Trust are incorporated by reference in the Deed of Trust between Beneficiary and Trustor. The beneficiaries (or assignees) of this Deed of Trust are identified and listed below. The beneficiaries (or assignees) have agreed in writing to be governed by the votes of the holders of more than 50% of the record beneficial interest therein with respect to actions to be taken on behalf of all holders of a beneficial interest in the event of a default or foreclosure or for matters that require direction by or approval of the beneficiaries, including designation of the broker, servicing agent, or other person acting on their behalf, and the sale, encumbrance or lease of real property owned by the beneficiaries resulting from foreclosure or receipt of a deed in lieu of foreclosure. The terms and conditions of the agreement between the beneficiaries is set forth in more detail in the Loan Servicing Agreement between the beneficiaries and La Jolla Loans, Inc., a California corporation, pertaining to Loan 2008-1508.

<u>BENEFICIARIES</u>	<u>Funds Deposited</u>	<u>Percentage Owned</u>	<u>Date Deposited</u>
Earl R. Eastman and Kimberley Eastman Family Trust, Earl R. Eastman Trustee	\$1,400,000	64.5161%	2/23/2009
California National Bank FBO Arthur Misaki IRA #CMA0950	\$100,000	4.6083%	2/23/2009
AVC Office Automation Defined Benefit Pension Plan, Gary Misaki TTEE	\$100,000	4.6083%	2/23/2009
M&L Financial Properties Inc.	\$100,000	4.6083%	2/23/2009
M&L Financial Properties Defined Benefit Plan, Arthur Misaki TTEE	\$50,000	2.3041%	2/23/2009



BK-209  
PG-7681

Michael J Hanes CPA, APC, 401k  
PSP Employees Retirement Trust      \$120,000      5.5301%      2/23/2009

RAYMOND Y. CHAN, M.D., A  
MARRIED MAN AS HIS SOLE  
AND SEPARATE PROPERTY      \$150,000      6.9124%      2/23/2009

HELEN Y. CHANG, M.D., INC.      \$150,000      6.9124%      2/23/2009

Totals:      \$2,170,000      100.000%



BK-209  
PG-7682