

~~Recording Requested by~~

DOC # 748972
08/14/2009 02:14PM Deputy: SG
OFFICIAL RECORD
Requested By:
TITLE COURT SERVICES
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: 43.00
BK-809 PG-3417 RPTT: 0.00

After recording please return to:
Tien Thoong, Account Executive
Parasec
2804 Gateway Oaks Dr #200
Sacramento, CA 95833-3509
Loan Number: 200066487



MEMORANDUM OF COLLATERAL ASSIGNMENT OF MORTGAGE LOANS

THIS MEMORANDUM OF COLLATERAL ASSIGNMENT OF MORTGAGE LOANS
(this "Agreement"), dated as of July 30, 2009, is made by VIEW-SLP, LLC, a Delaware limited liability company ("Borrower"), to FIRST COMMUNITY BANK OF JOLIET, an Illinois state banking corporation ("Lender"). All capitalized terms used but not defined herein shall have the meanings ascribed to them in that certain Loan and Security Agreement dated as of June 29, 2009 (the "Loan Agreement") executed by Borrower and Lender.

A. Borrower has executed that certain Commercial Loan Purchase Agreement made and effective as of June 29, 2009 between Bayview Lending Group LLC ("Bayview") and Borrower ("Purchase Agreement"), pursuant to which Borrower is purchasing a pool of mortgage loans, more fully described in Schedule 1 attached hereto (the "Mortgage Loan").

B. Lender has made a term loan (the "Term Loan Facility") to Borrower in order to provide financing to purchase part of the Mortgage Loans to be sold to Borrower by Bayview pursuant to the Purchase Agreement as set forth in the Loan and Security Agreement between Borrower and Lender ("Loan Agreement").

C. As a material consideration and inducement for Lender to issue the Term Loan Facility pursuant to the Loan Agreement, Borrower executed and delivered a Collateral Assignment of Mortgage Loans dated as of June 29, 2009 (the "Collateral Assignment"), which included a collateral assignment of the Mortgage Loan. To evidence the Collateral Assignment of the Mortgage Loan, Borrower has executed this Agreement, which will be recorded in the real estate records of the county in which the property encumbered by the Mortgage Loan is located, as described in Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

SECTION 1. Collateral Assignment. Borrower hereby collaterally assigns, transfers and sets over unto Lender a security interest in all of the rights of Borrower under and pursuant to the Mortgage Loan, as additional security for the obligation of Borrower pursuant to the Loan Agreement, and each other document and instrument given to Lender to evidence or secure the Term Loan Facility (collectively, the "Obligations") and the "Loan Documents," respectively.

SECTION 2. Filing of UCC-1. Borrower hereby authorizes Lender to file UCC-1 financing statements to perfect its security interest in the Mortgage Loan that may be perfected by filing and to make any other filings and recordings it deems necessary or appropriate to perfect its security interest in the Mortgage Loan.

SECTION 3. Representations and Warranties. The representations and warranties of Borrower set forth in the Loan Agreement and the Collateral Assignment are hereby incorporated by reference into this Agreement.

SECTION 4. Further Assurance. Borrower agrees that at any time and from time to time, at the expense of Borrower, Borrower will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Lender may request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to the Mortgage Loan.

SECTION 5. Other Liens. Borrower agrees that it will not create or permit to exist any lien, security interest, or other charge or encumbrance upon or with respect to the Mortgage Loan, except for the security interest created by this Agreement.

SECTION 6. Amendments, Etc. No amendment or waiver of any provision of this Agreement, nor consent to any departure by Borrower herefrom, shall in any event be effective unless the same shall be in writing and signed by Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 7. Address for Notices. Except as otherwise expressly provided herein, all notices, requests, demands or other communications to or upon the respective parties hereto shall be deemed to have been duly given or made when delivered as provided in the Loan Agreement.

SECTION 8. Continuing Security Interests; Successors and Assigns; Termination of Collateral Assignment. This Agreement shall create a continuing security interest in the Mortgage Loan and shall (a) remain in full force and effect until indefeasible payment and performance in full of the Term Loan Facility and the Loan Agreement, (b) be binding upon Borrower, its successors and assigns, and (c) inure to the benefit of Lender and its successors, transferees and assigns. Upon the payment and performance in full of the Term Loan Facility and Loan Agreement, Borrower shall be entitled to the return of the Mortgage Loan.

SECTION 9. Severability. If any provision hereof is held to be illegal or unenforceable, such provision shall be fully severable, and the remaining provisions of the agreement shall remain in full force and effect and shall not be affected by such provision's severance. Furthermore, in lieu of any such provision, there shall be added automatically as a part of the agreement a legal and enforceable provision as similar in terms to the severed provision as may be possible.

[remainder of page intentionally left blank; signature page follows]





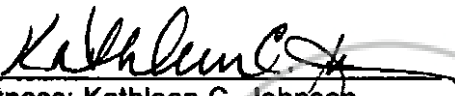
IN WITNESS WHEREOF, Borrower has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BORROWER:

VIEW-SLP, LLC,
A Delaware limited liability company

By: Gulfstream Capital Corporation,
Its Managing Member

By: 
Craig Stevenson
Executive Vice President


Witness: Kathleen C. Johnson

Prepared by: Kathleen C. Johnson
Law Offices of Kathleen C. Johnson
111 East De La Guerra Street
Santa Barbara, CA 93101



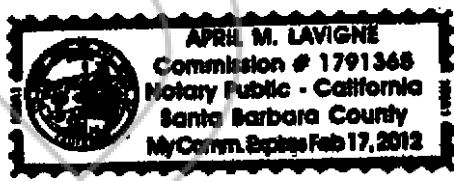
STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA BARBARA)

On 7/29/09, before me, April M. Lavigne, Notary Public, in and for said County and State, personally appeared Craig Stevenson, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) (~~is~~) 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 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: April M. Lavigne
Notary Public





SCHEDULE 1

MORTGAGE LOAN

DEED OF TRUST AND SECURITY AGREEMENT, by BRIAN CROCKETT AND RONDA CROCKETT, TRUSTEES OF THE BRIAN AND RONDA CROCKETT LIVING TRUST, Mortgagor/Grantor to BAYVIEW FINANCIAL SMALL BUSINESS FUNDING, LLC, ORIGINAL LENDER, dated 07/31/2008 and recorded 08/11/2008, DOC# 0728252 in the Real Estate Records pertaining to land situated in DOUGLAS County, NV,

LOAN AMOUNT: \$500,000.00

TRUSTEE: OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

PROPERTY ADDRESS: 596 US HIGHWAY 395, GARDNERVILLE, NV 89410

TAX ID# 1220-25-101-001