Recording Requested by:
GENERAL SECURITY CORP.

After Recording Mail to:
GENERAL SECURITY CORP.
P.O. Box [illegible]
Carlsbad, CA 92008

81-550597
1583

81-107451
FILE/PAGE NO
BOOK 1981
RECORDED REQUEST OF
General Security Corp.
Apr 8 11 18 AM '81
OFFICIAL RECORDS
SAN DIEGO COUNTY, CA.
VERA L. LYLE
RECORDER

FEE $33.00
33
#33/A.I.

CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP OF PROTECTIVE EQUITY TRUST # 97

This Agreement of Limited Partnership (the "Agreement") is made and entered into by and between General Security Corporation, as General Partner (the "General Partner") and all parties who shall execute this Agreement as Limited Partners ("Limited Partners").

ORGANIZATION

1. Formation:

The parties hereby form a Limited Partnership (the "Partnership") – pursuant to the provisions of the California Uniform Limited Partnership Act as set forth in Chapter II, Title 2 of the Corporations Code of the State of California (the "Act").

1.1. *Name.* The name of the Partnership shall be PROTECTIVE EQUITY TRUST # 97.

1.2. *Partners.* There shall be two (2) classes of Partners: (i) the General Partner; and (ii) Limited Partners.

1.2.1 General Partners. General Security Corporation shall be the general partner. Additional general partners shall not be admitted to the Partnership except as provided in Section 6.

1.2.2 Limited Partners.

(a) Limited Partners. Persons shall become Limited Partners after having signed, directly or by power of attorney, a copy of this Agreement as amended and recorded as required by the Act.

(b) Substituted Limited Partners. Another person may be substituted as a Limited Partner only as provided in Section 4.

1.3. Principal Place of Doing Business. The principal place of business of the Partnership shall be 2725 Jefferson, Suite 12, Carlsbad, California, in the County of San Diego, State of California, or at such other place or places as the General Partner shall hereafter determine.

1.4. Purpose. The purpose of the Partnership shall be to engage in the activity of purchasing, servicing and collecting promissory notes secured by deeds of trust on real property and such activities as are related or incidental thereto. The partnership shall engage in no other activity.

1.5. Term. The Partnership shall commence on the date of recordation of this Certificate and Agreement of Limited Partnership pursuant to the Act, and shall continue until terminated due to the dissolution or winding up of the Partnership in accordance with the provisions of Section 6 or by operation of law.

CAPITAL OF PARTNERSHIP

2.1. Capital Contributions.

The capital contributions of the General and Limited Partners shall be as follows:

2.1.1. Contributions of General and Limited Partners. The General Partners shall contribute ZERO DOLLARS ($0) to the capital of the Partnership. The General Partner shall contribute only services to the capital of the Partnership. The General Partner shall receive no compensation for its services except as provided under paragraph 2.5. (below).

2.1.2. Contributions of Limited Partners. Each Limited Partner who becomes a Limited Partner pursuant to Section 1.2.2. (a) above shall contribute the property described opposite the Limited Partner's name on Exhibit "A" attached hereto.

2.1.3. Additional Capital Requirements. The interest of the Limited Partners shall be fully paid and nonassessable. The Limited Partners shall have nothing at risk beyond their unreturned capital contributions. However, in addition to the initial capital contributions of the Limited Partners, each Limited Partner may voluntarily make contributions to the capital of this Partnership in such amounts as may from time to time be agreed upon by the General Partner. Additional capital contributions shall be made only as specificed in this Agreement.

2.1.4. Interest on Capital. No Partner shall be entitled to receive interest on his contribution(s) to the capital of the Partnership other than interest earned from the Partnership investments contemplated herein.

2.2. Capital Accounts.

An individual capital account shall be maintained for each Partner. No Limited Partner may withdraw his capital or any portion thereof from the Partnership without the unanimous written consent of the General Partner and all of the remaining Limited Partners, except upon dissolution of the Partnership. Notwithstanding the foregoing to the contrary, in the event of the maturity or prepayment of any individual and specific promissory note owned by the Partnership, the proceeds derived from said promissory note shall be distributed to the Limited Partners as provided herein. In the event such promissory note constitutes the sole asset of the Partnership then said distribution will cause a termination of the Partnership and the funds shall be distributed pursuant to Section 6.3.

2.3. Loans. No Partner shall lend or advance money to or for the benefit of the Partnership without the approval of all of the remaining Partners. If any Partner, with requisite consent of the other Partners lends any money to the Partnership, such liabilities shall not be regarded as an increase in the Lending Partner's capital contribution and it shall not entitle him to any increased share of the Partnership profits.

81033254Z

2.3.1. Advances From the General Partner. Not withstanding the foregoing to the contrary, in the event of a foreclosure of the property held as security by the Partnership, the General Partner may, but shall not be required to, advance funds to protect the Partnership interest in the property. To the extent of such advancement of money, the General Partner shall have the right to the immediate return of such money so advanced following the redemption, if any, of the defaulted note directly from the Partnership collection account with interest thereon at the rate so provided in said defaulted note.

2.3.2. Advances From the Partnership. In the event the Partnership collection account contains sufficient funds to cure the default on a promissory note secured by a deed of trust which constitutes a lien prior to that of the Partnership, then, and only to the extent necessary to cure said default on behalf of the Limited Partners, the General Partner may use the funds from said collection account to cure said default.

2.4. Limited Liability

A Limited Partner is personally liable to the Partnership for payment of his capital contributions. No Limited Partner shall be bound by, or personally liable for, the expenses, liabilities or obligations of the Partnership except to the extent of the amount of his initial and additional, if any, capital contribution and his share of the Partnership's undistributed profits.

2.5. Assignment Fee.

An assignment fee of two percent of the principal balance of the Limited Partner's then remaining principal balance will be charged to the Limited Partner upon assignment of his interest to a substituted Limited Partner as otherwise permitted by this agreement. Said fee shall be payable to the General Partner as compensation for the administrative expenses caused by such assignment.

ALLOCATION OF PROFIT AND LOSS CASH DISTRIBUTED AND EXPENSES OF GENERAL PARTNER

3.2 Definitions.

As used herein and throughout this Agreement, the following terms shall have the meanings set forth below:

3.1.1 The "fiscal year" of the Partnership shall be the period from January 1 to December 31 of each year.

3.1.2. "Cash available for distribution" shall mean the net income of the Partnership determined on the cash basis method of accounting.

3.1.3 The term "net income" and "net losses" shall mean the net income and net losses of the Partnership for Federal Income tax purposes as determined on the cash basis method of accounting.

3.2. Distribution of Cash. The General Partner shall make distributions as follows:

3.2.1 Pursuant to Section 3.5 of this Agreement, the Partnership shall make distributions of cash available for distribution. Cash available for distribution shall be allocated to the Limited Partners in the ratio in which they are allocated income pursuant to Section 3.3.

3.3. Allocation of Income. The net income of the Partnership shall be allocated to the General and Limited Partners in the proportion set forth on Exhibit "A" attached hereto.

3.4. Allocation of Losses. The net losses shall be allocated to the General and Limited Partners in the same manner as the net income is allocated pursuant to Section 3.3.

3.5. Income Accounts. An individual income account shall be maintained for each Limited Partner. At the end of each fiscal quarter (calendar) each Limited Partner's share of the net income or loss of the Partnership shall be credited or debited to the Limited Partner's income account, any balance or deficit remaining in such account shall be transferred to or charged against such Partner's capital account.

TRANSFER OF LIMITED PARTNERSHIP INTERESTS

4.1 In General.

A Limited Partner may not sell, transfer, assign or subject to a security interest all or any part of his interest in the Partnership, unless the General Partner and all of the remaining Limited Partners shall consent thereto, in writing, and, in the event that the General Partner and the remaining Limited Partners grant such consent, such assignee of all or any interest of a Limited Partner shall become a substituted Limited Partner only upon satisfaction of the conditions provided in Section 4.2.

4.2 Substituted Partners. Except as provided elsewhere in this Agreement, no assignee of a Limited Partner's interest shall have the right to become a substituted Limited Partner in place of his assignor, unless (i) his assignor shall designate such intention in the instrument of assignment; (ii) the written consent of the General Partner to such substitution shall be obtained, which consent, in the General Partner's absolute discretion, may be withheld; (iii) the assignment instrument shall be in form and substance satisfactory to the General Partner; (iv) the assignor and the assignee named therein shall execute and acknowledge such other instrument(s) as the General Partner may deem necessary or desirable to effectuate such admission, including, but not limited to, a power of attorney; (v) the assignee shall agree to be bound in writing by all of the provisions of this Agreement, as amended; (vi) such assignee shall pay all reasonable expenses connected with such admission, including but not limited to the cost of preparing, filing and publishing any amendment of the Certificate of Limited Partnership to effectuate such admission; and (vii) such assignee shall have received an opinion of counsel satisfactory to the General Partner of the Partnership that such transfer does not violate the registration/qualification provisions of any applicable Federal or state securities laws. Upon the satisfaction of the foregoing conditions, assignees of Limited Partner's interests will be recognized by the Partnership as substituted Limited Partners.

4.3. Admission of Additional Limited Partners. Subject to other provisions of this Agreement, after the formation of the Partnership a person may be admitted as an additional Limited Partner with the written consent of the General Partner and a majority of the Limited Partners, if said Limited Partners are in excess of three (3) in number. However, in no event shall the total number of partners in the Partnership exceed [illegible] at any time.

01- 000057

4.3.1. Upon written request to the General Partner by any Limited Partner desiring to assign his interest to a third party, the General Partner will attempt to locate a potential Substitute Limited Partner for such assigning Limited Partner within 30 days of the receipt of the written request therefore.

POWERS AND DUTIES OF AND LIMITATIONS UPON THE GENERAL PARTNERS

5.1. Powers.

The General Partner shall have sole and complete control over the management of the business of the Partnership. All decisions regarding the management and affairs of the Partnership including, without limitation, the borrowing of funds and the encumbrance and sale or distribution of all or any of the property of the Partnership shall be made by the General Partner. Subject to the conditions, limitations and exceptions set forth below, the General Partner is hereby authorized and hereby agrees to use its best efforts to further the interests of the Partnership.

5.1.1 In furtherance of the aforementioned duties, the General Partner is hereby granted the right, power and authority, on behalf of the Partnership to incur all reasonable indebtedness, to make all reasonable expenditures, and to enter into any and all contracts or agreements in connection with the assets or business of the Partnership.

5.2. Time Devoted to Partnership Business. The General Partner shall devote such amount of its time and effort to the Partnership business as is necessary to fulfill its duties herein. During the term of this Agreement, any of the Partners, General or Limited, may engage in or possess any interest in other business ventures of every nature and description independently or with others, including, but not limited to the ownership, financing, leasing, operation, management, syndication, brokerage and development of real estate; and neither the Partnership nor a Partner shall have any right by virtue of the Agreement in and to such independent ventures or to the income or profits derived therein.

5.3. The Limited Partners shall have no authority or power in connection with the management of partnership affairs except the Limited Partners shall have the right and power to vote on any or all of the following matters which affect the basic structure of the Partnership. The authority of the Limited Partners to effectuate any of the following shall be by a majority vote.

(a) Election or removal of the General Partner;

(b) Termination of the Partnership;

(c) Amendment of this Agreement;

(d) Sale of all or substantially all of the assets of the Partnership. On such matters each Partner shall have one vote for each percent of Partnership net income distributable to him pursuant to this Agreement.

5.4. Limitations. Without obtaining the written consent of all of the Limited Partners, the General Partner shall not:

(i) Do any act in contravention of the Certificate of Limited Partnership which is to be filed pursuant to Section 15502 of the Act;

(ii) Do any act which would make it impossible to carry on the ordinary business of the Partnership;

(iii) Confess a judgment against the Partnership;

(iv) Terminate the Partnership except as expressly provided in this Agreement;

(v) Execute or deliver any assignment for the benefit of the creditors of the Partnership; or

(vi) Sell or transfer all or substantially all of the assets of the Partnership.

DISSOLUTION RESIGNATION OR REMOVAL OF GENERAL PARTNER

6.1. Prohibition on Assignment.

The General Partner shall not without the written consent of the Limited Partners holding a majority interest in the net income of the Partnership, substitute a General Partner or General Partners, in his stead, or assign, transfer, hypothecate or sell all or any part of his interest in the Partnership.

6.2. Dissolution of the Partnership. The Partnership shall be dissolved, pursuant to Section 15520.5 of the Act, upon the occurrence of any of the following events:

(a) The resignation, retirement, death, adjudication or bankruptcy or insolvency, incapacity, insanity or dissolution of the General Partner, unless within six (6) months after the occurrence of any such event, a successor General Partner is elected by Limited Partners holding one hundred percent (100%) of the then outstanding interests, which successor elects to continue the business of the Partnership.

(b) The removal of the General Partner by the vote of Limited Partners holding a majority of the then outstanding interest, unless prior to the effective date upon which the General Partner is to be removed, a successor General Partner is elected by the vote of Limited Partners holding a majority of the then outstanding interests, which successor elects to continue the business of the Partnership.

(c) The divestiture of all of the assets of the Partnership.

(d) The decision of the General Partner, in his sole and absolute discretion, that it is in the best interest of the Partnership to dissolve and the delivery of written notice of such decision by the General Partners to all Limited Partners.

6.3. Admission of Additional General Partners. At any time prior to the dissolution of the Partnership pursuant to Section 6.2, above, the General Partner may admit an additional General Partner or additional General Partners with the consent of the Limited Partners holding one hundred percent (100%) of the then outstanding interests.

6.4. Events Upon Termination.

(a) Upon termination of the Partnership, the General Partner, or, in the event of the removal of the General Partner, person or persons duly authorized by law, shall wind up the affairs of the Partnership, liquidate the Partnership assets, and pay the debts of the Partnership in the following order:

(1) Payment of the debts and liabilities of the Partnership and the expenses of liquidation;

(2) Establishment of such reserves as may be deemed reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership. At the expiration of such period as is deemed advisable, the balance thereof shall be distributed in the manner provided in this Section 6.4. (a) and in the order set forth;

(3) Payment to the Partners of their respective initial capital contributions.

(4) Payment to the Limited Partners of a percentage of the amounts remaining thereafter equal to the percentage of income allocable to each pursuant to Section 3.3. above.

(b) The General Partner shall wind up the affairs of the Partnership and shall sell or distribute all of the Partnership assets as promptly as is consistent with obtaining the fair value thereof and shall discharge liabilities to creditors of the Partnership, including all costs of dissolution.

(c) Each of the Partners shall be furnished with a statement prepared by the Partnership which shall set forth the assets and liabilities of the Partnership as of the date of complete liquidation, and the manner in which the assets of the Partnership are to be distributed. Upon compliance by the General Partner with the foregoing plan of distribution, the Limited Partners shall cease to be such, and the General Partner, as the sole remaining partner of the Partnership, shall execute, acknowledge and cause to be filed a Certificate of Cancellation of the Partnership.

6.5 No Priorities of Partners. No Partner shall have the right to withdraw or reduce his contribution to the capital of the Partnership except as the result of the dissolution of the Partnership or as otherwise provided herein and in accordance with the Act, and no Partner shall have priority over any other Partner either as to the return of contributions of capital to the Partnership or as to income, losses or distributions, except as provided in this Agreement.

DEATH OR BANKRUPTCY OF LIMITED PARTNER

7.1 Option to Purchase Terminated Interests.

Should any Limited Partner die or be adjudicated as bankrupt by any court of competent jurisdiction, the remaining Limited Partners shall have an option to purchase the Partnership interest of such Limited Partner by paying the person legally entitled thereto within sixty (60) days after the date of notice of such death or adjudication, the net book value of such interest as it appears on the last regular accounting of the Partnership. Each such remaining Limited Partner shall have the right to purchase such proportionate part of such deceased or bankrupt Limited Partner's interest in the Partnership as such remaining Limited Partners, provided, however, if any such remaining Limited Partners shall fail to purchase his proportionate share of such interest, the same may be purchased by any or all of the Limited Partners on the same proportionate basis.

7.2. Payment of Purchase Price. The Limited Partners shall pay to the person or persons legally entitled thereto the value of such interest in the following manner:

(a) One hundred percent thereof in cash within sixty (60) days after the date of receipt of the report of the net book value of such interest.

(b) Notwithstanding any of the foregoing to the contrary, the terminating Partner or his legal representative may elect to receive payment of the purchase price pursuant to the terms which allow recognition of gain in accordance with Section 453 of the Internal Revenue Code.

BOOKS OF ACCOUNT, ACCOUNTING, REPORTS FISCAL YEAR AND BANKING

8.1 Books of Account.

The books, records and agreements of the Partnership (including a register of Limited Partners) shall be maintained at the principal office of the Partnership and each Partner shall have access thereto at all reasonable times. The books and records shall be kept on a cash basis method of accounting applied in a consistent manner by the Partnership and shall reflect all Partnership transactions.

8.2 Accounting and Reports. The General Partner shall provide the following reports and financial statements to the Limited Partners:

(a) Annual Report. Within seventy-five (75) days after the end of each fiscal year: (1) a balance sheet as of the end of such fiscal year, together with statements of income, each Partners' capital and income accounts, and, (2) a report of distributions to the Limited Partners for each previous fiscal quarter of said fiscal year.

(b) Tax Information. Within seventy-five (75) days after the end of each fiscal year, all information necessary for the preparation of a Limited Partner's federal income tax return.

8.3. Banking. All funds of the Partnership shall be deposited in a separate bank account or accounts as shall be determined by the General Partner. All withdrawals therefrom shall be made upon checks signed by the General Partner or by any person authorized by the General Partner.

GENERAL

9.1 Notices.

All notices pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand delivery or through the facilities of the United States Post Office, certified or registered mail, return receipt requested. The addresses set forth on Exhibit "A" for the respective parties shall be the places where notices shall be sent, unless written notice of a change of address is given.

Any such notice shall be deemed to be given as of the date so delivered, if delivered personally, or as of the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States Mail, addressed and sent as aforesaid.

9.2. Governing Law. The validity, interpretation, construction and performance of this Agreement shall be controlled by and construed under the laws of the State of California. In the event of any litigation arising out of any dispute in connection with the Agreement, the Partners hereby consent to the jurisdiction of the California courts.

9.3. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Partners and their respective heirs, successors, legal representative and assignees.

9.4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts, when taken together, shall constitute but one agreement.

9.5. Entire Agreement. This Agreement contains the entire agreement between the Partners and supersedes any prior written or oral agreement between the Partners concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written between the Partners relating to the subject matter contained in this Agreement, which are not fully expressed herein.

9.6 Amendments. This Agreement is subject to amendments only by unanimous consent of all of the Partners.

9.7 Legend Conditions. The transfer of the Limited Partnership interest evidenced hereby is subject to the following condition. These securities have not been registered under the Securities Act of 1933 and have been sold pursuant to the exemption afforded by Section 3 (a) (11) of said Act, based in part, upon your representation that you are a resident of the State of California. These securities may not be sold or offered for sale in the absence of:

(i) An effective registration statement under said Act; or

(ii) An opinion of counsel satisfactory to the General Partner that such registration is not required. In addition, resales of these securities may be made only to persons domiciled within the State of California for a period of nine (9) months for the sale hereof.

9.8. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons, entity or entities may require.

9.9. Caption Headings. Captions at the beginning of each numbered section of this Agreement are solely for the convenience of the Partners and shall not be deemed part of the context of this Agreement.

9.10. Power of Attorney. Each Limited Partner hereby constitutes and appoints the General Partner and its successors the true and lawful attorney of, and in the name, place and stead of said Limited Partner, from time to time:

(a) To make all agreements amending this Agreement as now or hereafter amended, that may be appropriate to reflect:

(i) A change of the name or the location of the principal place of business of the Partnership;

(ii) The disposal by a Limited Partner of his interest in the Partnership, in any manner permitted by this Agreement and any return of the capital contribution of a Limited Partner (or any part thereof) if any, provided for by this Agreement;

(iii) A person becoming a substituted Limited Partner of the Partnership as permitted by this Agreement;

(iv) A change in any provision of this Agreement or the exercise by any person of any right or rights thereunder not requiring the consent of said Limited Partner; and

(v) The exercise by any person of any rights under this Agreement requiring the consent or approval of a majority or a specified percentage in the interest of the Limited Partners and the required consent or approval has been given;

(b) To make such certificates, instruments and documents, including fictitious business name statements, as may be required by, or may be appropriate under, the laws of any state or other jurisdiction in which the Partnership is doing or intends to do business in connection with the use of the name of the Partnership by the Partnership; and

(c) To make such certificates, instruments and documents, including amendments to this Agreement and Certificate of Limited Partnership, as said Limited Partner may be required to make or as may be appropriate for said Limited Partner to make, by the laws of any state or other jurisdiction to reflect:

(i) A change of address of said Limited Partner;

(ii) Any change in or amendments to this Agreement, or pertaining to the Partnership, of any kind referred to in subsection (a) of this subsection; and

(iii) Any other changes in or amendments to this Agreement but only if and when said Limited Partner has agreed to such other changes or amendments by signing, either personally or by duly appointed attorney, an agreement amending this Agreement.

Each of said agreements, certificates, instruments and documents shall be in such form as said attorney and counsel for the Partnership shall deem appropriate. The powers hereby conferred to make agreements, certificates, instruments and documents shall be deemed to include the powers to sign, execute, acknowledge, swear to, verify, deliver, file, record and publish the same.

Each Limited Partner authorizes said attorney to take any further action which said attorney shall consider necessary or convenient in connection with any of the foregoing, hereby giving said attorney full power and authority to do and perform each and every act and thing necessary to be done in and about the foregoing as fully as said Limited Partner might or could do if personally present, and hereby ratifying and confirming all that said attorney should lawfully do or cause to be done by virtue thereof.

The powers hereby conferred shall continue from the date said Limited Partners becomes a Limited Partner in the Partnership until said Limited Partners shall cease to be such Limited Partner and, being coupled with an interest, shall be irrevocable.

9.11. This Limited Partnership agreement may be executed in counterpart or otherwise by each of the Limited Partners.

P.E.T.# 97

Executed this 20th day of March 1981

at Carlsbad, California.

GENERAL PARTNER:

GENERAL SECURITY CORPORATION

BY: Donald D. Hensel

STATE OF CALIFORNIA }
COUNTY OF San Diego } SS.

On March 20, 1981 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Donald D. Hensel known to me to be the Vice President, and ______, known to me to be ______ Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Signature June A. Pasini
June A. Pasini

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
JUNE A. PASINI
NOTARY PUBLIC CALIF
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires Jan. 14, 1983

81-550597

EXHIBIT "A"

LIMITED PARTNER	CAPITAL CONTRIBUTION	UNITS OF OWNERSHIP
INTERNATIONAL CENTRAL BANK & TRUST CO. Ttee FBO CHARLES L. SHEAN, M.D., ADP ACCT#13123-0001	$ 40,000	40
INTERNATIONAL CENTRAL BANK & TRUST CO. Ttee FBO GERMAINE SHEAN, ADP ACCT#13123-0002	$ 10,000	10
GREGORY T. GROTEY, a married man as his sole and separate property	$ 4,000	4
JAMES E. LEDFORD, a single man	$ 25,000	25
DONALD D. INMAN & DALE D. INMAN, husband and wife as joint tenants	$ 10,000	10
PEARL D. MAHONEY, a widow	$ 20,000	20
ROBERT F. POTTER & HELEN L. POTTER husband and wife as joint tenants	$ 13,000	13
FORREST W TAFT, a married man as his sole and separate property	$ 4,500	4.5
ROBERT P. ANDREWS, Trustee for NORTH COUNTY NEUROSURGICAL MEDICAL GROUP INC. RETIREMENT PLAN	$ 74,900	74.9
JAMES E. GONZALES, a married man as his sole and separate property	$ 10,000	10
ALICE H. NICHOLS, an unmarried woman	$ 20,000	20
FRANK CARL WELSCH & TERRY JUNE WELSCH, husband and wife as community property	$ 10,000	10
INTERNATIONAL CENTRAL BANK & TRUST CO. Ttee FBO Marc J. Lebovits M.D. ADP ACCT#12163-0001	$ 7,500	7.5
[illegible] H. LONG, a married man as his sole and separate property	$ 10,000	10
[illegible] L. CHILD, as trustee under Intervivos Declaration of Trust Dated November 1, 1979	$ 25,000	25

81- 550597

PET #97
3-20-81

EXHIBIT "A" 1590

LIMITED PARTNER	CAPITAL CONTRIBUTION	UNITS OF OWNERSHIP
FARMERS & MERCHANTS TRUST CO. of Long Beach Ttee FBO ELWYN C. SAPERITE Acct #	$ 25,000	25
EURLIN J. MATTSON, an unmarried man	$ 12,000	12
BILLIE J. HUTCHISON, a widow	$ 13,000	13
LEO D. CALAC & MONTANA CALAC, husband and wife as joint tenants	$ 5,000	5
PAUL H. GASKE & MARION M GASKE husband and wife as joint tenants	$ 10,000	10
ROBERT F. ANDREWS, Trustee for NORTH COUNTY NEUROSURGICAL MEDICAL GROUP INC. PROFIT SHARING PLAN	$ 41,100	41.1
SEBASTIAN G. CIOLINO & MARIA ROSA CIOLINO, husband and wife as joint tenants	$ 10,000	10
MIA Di GIOVANNI, a married woman as her sole and separate property	$ 10,000	10

81-550597

LIMITED PARTNERS 1591

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008

James E. Ledford

JAMES E. LEDFORD

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008

STATE OF CALIFORNIA
COUNTY OF San Diego } SS.
On April 6, 1981 before me, the undersigned, a Notary Public in and for said County and State, personally appeared James E. Ledford, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

June A. Pasini

June A. Pasini

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
JUNE A. PASINI
NOTARY PUBLIC - CALIF
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires Jan. 13, 1983

STATE OF CALIFORNIA
COUNTY OF } SS.
On before me, the undersigned, a Notary Public in and for said County and State, personally appeared, known to me to be the person whose name subscribed to the within instrument and acknowledged that executed the same.

FOR NOTARY SEAL OR STAMP

81- 550597

1592

LIMITED PARTNERS

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008

Georgann Cole
INTERNATIONAL CENTRAL BANK & TRUST CORP
Ttee FBO Marc J. Lobovits ADP Acct # 12243-0001

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008

STATE OF CALIFORNIA
COUNTY OF Orange } ss

On April 3, 1981 before me the undersigned, a Notary Public in and for said County and State personally appeared Georgann Cole known to me to be the Asst. Trust Officer of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Signature Cynthia A. Lockwood

81- 550597

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
CYNTHIA A. LOCKWOOD
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires December 5, 1983

STATE OF CALIFORNIA
COUNTY OF ________ } SS

On ________ before me, the undersigned, a Notary Public in and for said County and State, personally appeared ________, known to me to be the person ____ whose name ____ subscribed to the within instrument and acknowledged that ____ executed the same.

FOR NOTARY SEAL OR STAMP

81- 550597

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008

Robert F. Andrews

ROBERT F. ANDREWS, Trustee for NORTH COUNTY NEUROSURGICAL MEDICAL GROUP INC. RETIREMENT

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008

Robert F. Andrews

ROBERT F. ANDREWS, Trustee for NORTH COUNTY NEUROSURGICAL MEDICAL GROUP INC. PROFIT SHARING PLAN

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss.

On April 3, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ROBERT F. ANDREWS, known to me to be the Trustee for NORTH COUNTY NEUROSURGICAL MEDICAL GROUP, INC. RETIREMENT PLAN that executed the within instrument, and acknowledged to me that such PLAN executed the same.

OFFICIAL SEAL
PAUL S. SWIRSKY
NOTARY PUBLIC CALIF.
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires AUG 1, 1982

Paul S. Swirsky
Notary Public in and for said County and State

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss.

On April 3, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ROBERT F. ANDREWS, known to me to be the Trustee for NORTH COUNTY NEUROSURGICAL MEDICAL GROUP INC. PROFIT SHARING PLAN that executed the within instrument, and acknowledged to me that such PLAN executed the same.

OFFICIAL SEAL
PAUL S. SWIRSKY
NOTARY PUBLIC CALIF.
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires AUG 1, 1982

Paul S. Swirsky
Notary Public in and for said County and State

81- 550597

12

LIMITED PARTNERS 1594

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008

Burlin J. Mattson

BURLIN J. MATTSON

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008 ______________________

STATE OF CALIFORNIA
COUNTY OF ORANGE } SS.

On MARCH 31, 1981 before me, the undersigned, a Notary Public in and for said County and State, personally appeared BURLIN J. MATTSON ______________________, known to me to be the person ______ whose name is subscribed to the within instrument and acknowledged that he executed the same.

Lorian McNair

Lorian McNair

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
LORIAN McNAIR
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires June 5, 1984

STATE OF CALIFORNIA
COUNTY OF ______________________ } SS.

On ______________________ before me, the undersigned, a Notary Public in and for said County and State, personally appeared ______________________, known to me to be the person ______ whose name ______ subscribed to the within instrument and acknowledged that ______ executed the same.

____

FOR NOTARY SEAL OR STAMP

81- 550597

LIMITED PARTNERS

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008

Forrest W. Taft

FORREST W. TAFT

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO } SS.

On MARCH 27, 1981 before me, the undersigned, a Notary Public in and for said County and State, personally appeared FORREST W. TAFT, known to me to be the person whose name subscribed to the within instrument and acknowledged that HE executed the same.

Irene L. Harper

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
IRENE L. HARPER
NOTARY PUBLIC - CALIFORNIA
Principal Office in San Diego County
My Commission Exp. April 8, 1983

STATE OF CALIFORNIA
COUNTY OF ________ } SS.

On ________ before me, the undersigned, a Notary Public in and for said County and State, personally appeared ________, known to me to be the person ____ whose name ____ subscribed to the within instrument and acknowledged that ____ executed the same.

FOR NOTARY SEAL OR STAMP

81- 550597

LIMITED PARTNERS

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008

DONALD D. INMAN

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008

DALE M. INMAN

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO } SS.
On 4-2-81 before me, the undersigned, a Notary Public in and for said County and State, personally appeared DONALD D. INMAN & DALE M. INMAN, known to me to be the person s whose name s subscribed to the within instrument and acknowledged that they executed the same.

Eddie A. Gee, JR

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
EDDIE A. GEE, JR.
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires November 27, 1984

STATE OF CALIFORNIA
COUNTY OF } SS.
On before me, the undersigned, a Notary Public in and for said County and State, personally appeared , known to me to be the person whose name subscribed to the within instrument and acknowledged that executed the same.

FOR NOTARY SEAL OR STAMP

81-550597

LIMITED PARTNERS

c/o First Liberty Financial, Inc
P.O. Box Twelve, Carlsbad, California 92008

James E. Gonzales

JAMES E. GONZALES

c/o First Liberty Financial, Inc
P.O. Box Twelve, Carlsbad, California 92008

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.

On April 1, 1981 before me, the undersigned, a Notary Public in and for said County and State, personally appeared James E. Gonzales, known to me to be the person whose name subscribed to the within instrument and acknowledged that he executed the same.

Yvelle C. Charisse

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
YVETTE C. CHARISSE
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires JUN 25, 1982

STATE OF CALIFORNIA
COUNTY OF } SS.

On before me, the undersigned, a Notary Public in and for said County and State, personally appeared, known to me to be the person whose name subscribed to the within instrument and acknowledged that executed the same.

FOR NOTARY SEAL OR STAMP

81- 550597

1598

LIMITED PARTNERS

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008

Mia Di Giovanni

MIA DI GIOVANNI

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008

STATE OF CALIFORNIA
COUNTY OF San Diego } SS
On April 1, 1981 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mia DiGiovanni, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

June A. Pasini

June A. Pasini

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
JUNE A. PASINI
NOTARY PUBLIC, CALIF
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires Jan. 14, 1983

STATE OF CALIFORNIA
COUNTY OF } SS.
On before me, the undersigned, a Notary Public in and for said County and State, personally appeared , known to me to be the person whose name subscribed to the within instrument and acknowledged that executed the same.

FOR NOTARY SEAL OR STAMP

81-550597

LIMITED PARTNERS

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008

Sebastiano G. Ciolino

SEBASTIAN G. CIOLINO

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008

Maria Rosa Ciolino

MARIA ROSA CIOLINO

STATE OF CALIFORNIA } SS.
COUNTY OF Los Angeles
On March [illegible], 1981 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sebastian G. Ciolino and Maria Rosa Ciolino, known to me to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same.

Angelina Maria Russo

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
ANGELINA MARIA RUSSO
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 6, [illegible]

STATE OF CALIFORNIA } SS.
COUNTY OF ______
On ______ before me, the undersigned, a Notary Public in and for said County and State, personally appeared ______ ______ ______, known to me to be the person ______ whose name ______ subscribed to the within instrument and acknowledged that ______ executed the same.

______

FOR NOTARY SEAL OR STAMP

81- 550597

1690

LIMITED PARTNERS

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008

Alice W. Nichols

ALICE W. NICHOLS

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.
On March 31, 1981 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Alice W. Nichols known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

Angelina Maria Russo

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
ANGELINA MARIA RUSSO
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 6, 1981

STATE OF CALIFORNIA
COUNTY OF ______ } SS.
On ______ before me, the undersigned, a Notary Public in and for said County and State, personally appeared ______ known to me to be the person ____ whose name ____ subscribed to the within instrument and acknowledged that ____ executed the same.

FOR NOTARY SEAL OR STAMP

81- 550597

LIMITED PARTNERS

c/o First Liberty Financial, Inc
P.O. Box Twelve, Carlsbad, California 92008

Billie J. Hutchison

BILLIE J. HUTCHISON

c/o First Liberty Financial, Inc
P.O. Box Twelve, Carlsbad, California 92008

STATE OF ~~CALIFORNIA~~ ARIZONA } SS.
COUNTY OF MARICOPA
On March 30th 1981 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Billie J. Hutchison, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

Margaret Esarola

My Commission Expires Aug. 5, 1984

FOR NOTARY SEAL OR STAMP

STATE OF CALIFORNIA } SS.
COUNTY OF
On before me, the undersigned, a Notary Public in and for said County and State, personally appeared known to me to be the person whose name subscribed to the within instrument and acknowledged that executed the

FOR NOTARY SEAL OR STAMP

81- 550597

LIMITED PARTNERS

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008

Gregory T. Grotey
GREGORY T. GROTEY

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008

STATE OF CALIFORNIA
COUNTY OF San Diego } SS.
On March 31, 1981 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gregory T. Grotey, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

June A. Pasini
June A. Pasini

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
JUNE A. PASINI
NOTARY PUBLIC CALIF
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires Jan. 15, 1983

STATE OF CALIFORNIA
COUNTY OF } SS.
On before me, the undersigned, a Notary Public in and for said County and State, personally appeared , known to me to be the person whose name subscribed to the within instrument and acknowledged that executed the same.

FOR NOTARY SEAL OR STAMP

81- 550597

1603

LIMITED PARTNERS

INTERNATIONAL CENTRAL BANK & TRUST COMPANY
Trustee FBO CHARLES L. SHEAH, M.D.,
ADP Acct # 13123-0001

c/o First Liberty Financial, Inc
P.O. Box [illegible], Carlsbad, California 92008

[signature]

INTERNATIONAL CENTRAL BANK & TRUST COMPANY
Trustee FBO GERMAINE SHEAH, ADP Acct #13123-0002

c/o First Liberty Financial, Inc
P.O. Box [illegible], Carlsbad, California 92008

[signature]

81- 550597

SAFECO

STATE OF CALIFORNIA
COUNTY OF Orange } ss

On March 31, 1981 before me, the undersigned, a Notary Public in and for said County and State, personally appeared [illegible], known to me to be the ~~[illegible]~~ Trust Officer, known to me to be __ Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Signature Cynth A. Lockwood

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
CYNTH A. LOCKWOOD
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires December 5, 1983

Name of Notary Public Cynth A. Lockwood

Date Commission Expires December 5, 1983

81- 550597

I certify under the penalty of perjury that the foregoing is true and correct.

Place of Execution Glendale

Date 4-2-81

[signature] SAFECO TITLE INSURANCE CO.
(Signature and Firm Name If any)

81- 550597

1604

LIMITED PARTNERS

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008

LEO D. CALAC

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008

MONTANA CALAC

STATE OF CALIFORNIA
COUNTY OF San Diego } SS.

On March 30, 1981 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Leo D. Calac and Montana Calac, known to me to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same.

June A. Pasini

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
JUNE A. PASINI
NOTARY PUBLIC - CALIF
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires ... 1985

STATE OF CALIFORNIA
COUNTY OF ________ } SS.

On ________ before me, the undersigned, a Notary Public in and for said County and State, personally appeared ________, known to me to be the person ____ whose name ____ subscribed to the within instrument and acknowledged that ____ executed the same.

FOR NOTARY SEAL OR STAMP

81- 550597

1605

LIMITED PARTNERS

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008 ______ *Paul H. Gaske*

PAUL H. GASKE

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008 ______ *Marion H. Gaske*

MARION H. GASKE
Witness: Bart R. Pasini

81- 550597

STATE OF CALIFORNIA } SS.
COUNTY OF San Diego

On March 30, 1981 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bart R. Pasini, known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who being by me duly sworn, deposed and said: That resides at 3511 Ridgecrest Drive Carlsbad, that was present and saw Paul H. Gaske & Marion H. Gaske personally known to he to be the person described in and whose name is subscribed to the within and annexed instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution.

Signature *[signature]*
Loraine K. Mattrass

SAFECO

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
NOTARY PUBLIC - CALIFORNIA
[illegible]
SAN DIEGO COUNTY
PRINCIPAL OFFICE IN
My Comm. Expires [illegible]

STATE OF CALIFORNIA } SS.
COUNTY OF ______

On ______ before me, the undersigned, a Notary Public in and for said County and State, personally appeared ______ ______ ______, known to me to be the person ____ whose name ____ subscribed to the within instrument and acknowledged that ____ executed the same.

______

FOR NOTARY SEAL OR STAMP

81- 550597

21

LIMITED PARTNERS

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008

Robert F. Potter

ROBERT F. POTTER

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008

Helen L. Potter

HELEN L. POTTER

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.
On March 26, 1981 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert F. Potter + Helen L. Potter, known to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged that they executed the same.

Salli Jo Doud

FOR NOTARY SEAL OR STAMP

SALLI JO DOUD
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires May 16, 1984

STATE OF CALIFORNIA
COUNTY OF ____ } SS.
On ____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared ____, known to me to be the person ____ whose name ____ subscribed to the within Instrument and acknowledged that ____ executed the same.

____

FOR NOTARY SEAL OR STAMP

81- 550597

1607

LIMITED PARTNERS

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008

Robert W. Long

ROBERT W. LONG

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008

STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss.
On March 1981 before me, the undersigned, a Notary Public in and for said County and State, personally appeared
Robert W. Long
known to me to be the person whose name subscribed to the within instrument and acknowledged that he executed the same.

Pamela M. Leonardo

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
PAMELA M. LEONARDO
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires NOV 15, 1981

STATE OF CALIFORNIA
COUNTY OF ____ } ss.
On ____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared ____
____, known to me to be the person ____ whose name ____ subscribed to the within instrument and acknowledged that ____ executed the same.

FOR NOTARY SEAL OR STAMP

81- 550597

LIMITED PARTNERS 1608

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008

Harold L. Child Trustee

HAROLD L. CHILD, Trustee

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008 ______________________________

STATE OF CALIFORNIA }ss.
COUNTY OF San Diego
On March 27, 1981 before me,
the undersigned, a Notary Public in and for said County and State, personally appeared Harold L. Child
______________________________, known to me to be the person ______ whose name is subscribed to the within instrument and acknowledged that he executed the same.

June A. Panini

June A. Panini

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
JUNE A. PANINI
NOTARY PUBLIC - CALIF
PRINCIPAL OFFICE IN SAN DIEGO COUNTY
My Commission Expires Jan. 14, 1983

STATE OF CALIFORNIA }ss.
COUNTY OF ______________________________
On ______________________________ before me,
the undersigned, a Notary Public in and for said County and State, personally appeared ______________________________
______________________________, known to me to be the person ______ whose name ______ subscribed to the within instrument and acknowledged that ______ executed the same.

____

FOR NOTARY SEAL OR STAMP

81- 550597

1609

LIMITED PARTNERS

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008

Frank Carl Welsch

FRANK CARL WELSCH

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008

Terry June Marie Welsch

TERRY JUNE MARIE WELSCH

STATE OF CALIFORNIA } ss.
COUNTY OF San Diego

On March 26, 1981 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Frank Carl Welsch and Terry June Marie Welsch, known to me to be the person s whose name are subscribed to the within instrument and acknowledged that they executed the same.

A. R. Kenworthy

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
A. R. KENWORTHY
NOTARY PUBLIC - CALIF.
SAN DIEGO COUNTY
My comm. expires MAR 28, 1983
[illegible], San Diego, CA [illegible]

Name of Notary Public A.R. Kenworthy

Date Commission Expires Mar 28, 1983

I certify under the penalty of perjury that the foregoing is true and correct.

Place of Execution Glendale

Date 6-2-81

[signature] SAFECO TITLE INSURANCE CO
(Signature and Firm Name if any)

81- 550597

LIMITED PARTNERS

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008

Pearl D. Mahoney

PEARL D. MAHONEY

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008

STATE OF CALIFORNIA
COUNTY OF San Diego } SS.

On March 21, 1981 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Pearl D. Mahoney, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

June A. Pasini

June A. Pasini

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
JUNE A. PASINI
NOTARY PUBLIC - CALIF
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires [illegible]

STATE OF CALIFORNIA
COUNTY OF ____ } SS.

On ____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared ____, known to me to be the person ____ whose name ____ subscribed to the within instrument and acknowledged that ____ executed the same.

FOR NOTARY SEAL OR STAMP

81- 550597

KET # 97 29

LIMITED PARTNERS -

FARMERS & MERCHANTS TRUST COMPANY of LONG BEACH
Trustee FBO Elwyn C. Baferite

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008

MARTIN H. DERING, ASSISTANT TRUST OFFICER

c/o First Liberty Financial, Inc.
P.O. Box Twelve, Carlsbad, California 92008

VICE PRESIDENT

ASST. SECRETARY

STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss.
On April 7, 1981 before me,
the undersigned, a Notary Public in and for said County and State, personally appeared Martin H. Dering, Assistant Trust Officer
known to me to be the person whose name he subscribed to the within instrument and acknowledged that he executed the same.

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
MICHAEL J. GOODWIN
Notary Public - California
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
MY COMMISSION EXPIRES APRIL 30, 1982

STATE OF CALIFORNIA
COUNTY OF ____________ } ss.
On ____________ before me,
the undersigned, a Notary Public in and for said County and State, personally appeared ____________
____________, known to me to be the person ______ whose name ______ subscribed to the within instrument and acknowledged that ______ executed the same.

FOR NOTARY SEAL OR STAMP

~~81-000805~~

~~81-400704~~

81- 550597

I hereby certify that a impressed with the seal of the San Diego County Recorder, Lyl is a true copy of the original record filed and/or recorded in this office

Vera L. Lyle

Vera L. Lyle, Recorder
County of San Diego, California

Date APR 8 1981

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA

JUN 8 1981 AT 8 A.M.

Recorder's Office

STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss.

On April 7, 1981 before me, the undersigned, a Notary Public in and for said County and State personally appeared Craig B. Painter known to me to be the Vice President, and Martin H. Doring known to me to be Ass't Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Signature

81- 550597

~~81-466711~~

BAFCO

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL

1