

RECORDING REQUESTED BY
Southern Cities Escrow Company

81- 389903

AND WHEN RETURNED MAIL TO

NAME
ADDRESS First Liberty Financial, Inc.
P. G. Box 12
City & State Carlsbad, Ca. 92005

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA
31 APR 1 1 P.M. APR 17 1981

Recorder's Office

18103404 18103404

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST AND ASSIGNMENT OF RENTS

BY THIS DEED OF TRUST, made this 30th day of March 1981 between
Del Rio Development, Inc. a California Corporation

3549 Camino Del Rio South, San Diego, CA 92108

and GENERAL SECURITY CORPORATION, a California corporation, herein called Trustee, and
Protective Equity Trust #104, a limited partnership

herein called Beneficiary.
Trustee assigns, transfers and assigns to trustee in trust with power of sale that property in

Los Angeles County, California described as
Lots 2 and 3 of the North half of the Southwest Quarter of the Southeast Quarter and
the Northeast Quarter of the Southeast Quarter of the Southwest Quarter; all in
Fractional Section 23, Township 2 North, Range 14 West, San Bernardino Meridian, in
the City of Los Angeles, County of Los Angeles, State of California according to the
Official Plat thereof as more fully described on Attached Exhibit "A" consisting of
one (1) page.

For further terms and provisions of the within deed of trust see Exhibit "B"
attached hereto consisting of one (1) page.

Trustor also assigns to Beneficiary all rents, issues and profits of said realty reserving the right to collect and use the same except during continuance
of default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the
name of any party hereto.

For the purpose of securing:

(1) Payment of the indebtedness by one promissory note in the principal sum of \$ 400,000.00
of even date herewith, payable to Beneficiary, and any extensions or renewals thereof; (2) the payment of any money that may be advanced by the
Beneficiary to Trustor, or his successors, with interest thereon, evidenced by additional notes (indicating they are so secured) or by endorsement on the
original note, executed by Trustor or his successor; (3) performance of each agreement of Trustor incorporated by reference or contained herein.

Identical fictitious Deeds of Trust were recorded in the offices of the County Recordors of the Counties of the State of California, the first page
thereof appearing in the book and at the page of the records of the respective County Recorder on the dates set forth as follows:

COUNTY	Book	Page	COUNTY	Book	Page	COUNTY	Book	Page	COUNTY	Book	Page
Alameda	4/7/80	File No. 80-062274	Kern	5279	2457	Placer	2248	648	San Diego	4/18/80	3188 103
Alameda	4/18/80	35 609	Kings	3174	89	Plumas	328	200	San Diego	4/18/80	3188 103
Alameda	4/18/80	374 619	Lake	1037	295	Riverside	1980	74593	San Diego	4/18/80	3188 103
Alameda	4/18/80	387 619	Lassen	368	572	Sacramento	80-04-18	1131	San Diego	4/18/80	3188 103
Alameda	4/18/80	387 619	Los Angeles	80-344242		San Benito	452	319	San Diego	4/18/80	3188 103
Alameda	4/18/80	387 619	Madera	1525	164	San Bernardino	80-094985		San Diego	4/18/80	3188 103
Alameda	4/18/80	387 619	Marin	3705	156	San Diego	80-132696		San Diego	4/18/80	3188 103
Alameda	4/18/80	387 619	Mariposa	211	137	San Francisco	80-025642	612	San Diego	4/18/80	3188 103
Alameda	4/18/80	387 619	Mendocino	1255	696	San Jose	80-025642	612	San Diego	4/18/80	3188 103
Alameda	4/18/80	387 619	Merced	2230	643	San Luis Obispo	2235	479	San Diego	4/18/80	3188 103
Alameda	4/18/80	387 619	Monterey	269	346	San Mateo	7951	2376	San Diego	4/18/80	3188 103
Alameda	4/18/80	387 619	Mono	295	477	San Mateo	7951	2376	San Diego	4/18/80	3188 103
Alameda	4/18/80	387 619	Napa	1403	459	San Mateo	7951	2376	San Diego	4/18/80	3188 103
Alameda	4/18/80	387 619	Nevada	1181	456	San Mateo	7951	2376	San Diego	4/18/80	3188 103
Alameda	4/18/80	387 619	Nevada	80-10670		San Mateo	7951	2376	San Diego	4/18/80	3188 103
Alameda	4/18/80	387 619	Nevada	12575	1519	San Mateo	7951	2376	San Diego	4/18/80	3188 103

The provisions contained in Section A, including paragraphs 1 through 5, and the provisions contained in Section B, including paragraphs 1 through
9 of said fictitious Deeds of Trust are incorporated herein as fully as though set forth at length and in full herein.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to Trustor at the address herein-
above set forth, being the address designated for the purpose of receiving such notice.

Del Rio Development, Inc.
a California Corporation
by Leon Brukman, President

STATE OF CALIFORNIA.

COUNTY OF

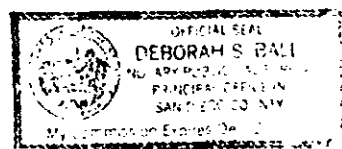
On April 2, 1981

Before me, the
undersigned a Notary Public in and for said County and State
personally appeared LEON BRUKMAN

to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged that he
executed the same

DEBORAH S. BALL

FOR NOTARY SEAL OR STAMP



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EXHIBIT B

Lots 2 and 3 the North half of the Southwest quarter of the Southeast quarter; and the Northeast quarter of the Southeast quarter of the Southwest quarter; all in Fractional Section 23, Township 2 North, Range 14 West, San Bernardino Meridian, in the City of Los Angeles, in the County of Los Angeles, State of California, according to the Official Plat thereof.

EXCEPT from the said Lot 3 and the Northeast quarter of the Southeast quarter of the Southwest quarter of said section, that portion thereof described as follows:

Beginning at a point in the West line of said Northeast quarter of the Southeast quarter of the Southwest quarter, distant North $1^{\circ} 5' 30''$ East 29.10 feet from the Southwest corner thereof; thence North $44^{\circ} 34' 30''$ East, 368.20 feet to a 1 inch iron pipe; thence North $31^{\circ} 55' 30''$ East, 154 feet to a 1 inch iron pipe; thence North $24^{\circ} 47' 30''$ West, 314.10 feet to a 1 inch iron pipe; thence North $89^{\circ} 9'$ West 195.24 feet to a point in the Northerly prolongation of the Westerly line of the said Northeast quarter of the Southeast quarter of the Southwest quarter; thence along said line, South $1^{\circ} 5' 30''$ West, 581.13 feet to the point of beginning.

ALSO EXCEPT therefrom that portion of said Lot 3 included within the land as described in Parcel 203 in the Final Decree of Condemnation entered in Los Angeles Superior Court Case No. C 994978, a certified copy of which was recorded April 26, 1976, as Instrument No. 2371, in Book D7043, Page 173 of Official Records of said County.

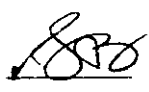
ALSO EXCEPT therefrom that portion of said land included within the land as described in Parcel 47837-1 (amended) in the Final Decree of Condemnation entered in the Los Angeles County Superior Court Case No. NC C 87878, a certified copy of which was recorded May 3, 1976, as Instrument No. 2743, in Book D7065, Page 531, Official Records of said County.

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Exhibit "B"

- (a) In the event the property herein described, or any part thereof or any undivided interest in the fee thereof be conveyed or encumbered by Trustor either voluntarily or by operation of law, or contracted to be conveyed, to be leased for a term longer than one year, without the written consent of Beneficiary, all sums then secured hereby shall at the option of Beneficiary become immediately due and payable without necessity of demand or notice. Waiver of acceleration shall be only by express writing; any failure to exercise, or delay in exercising such right shall not be construed as a waiver of such right. Provided, however, no such right of acceleration shall exist by reason of (i) conveyance of the interest of one Trustor to another or others of Trustor, or (ii) the devolution of title caused by death, or other circumstances specified in Section 2924.6 of the California Civil Code.
- (b) Privilege is reserved to pay the within note in full at any time prior to maturity, upon payment of a sum equal to three (3) months advance interest or \$ 21,000.00
- (c) In the event any payment is not paid by the due date plus ten (10) days, a late charge of \$5.00 or 10% of the payment, whichever is greater, will be assessed.

Please initial 

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