

Loan No. CME53/143131-2-5

ASSIGNMENT OF NOTES AND LIENS

STATE OF NEVADA
COUNTY OF LINCOLN

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

Date: August 6, 1992

Transferor: NATIONAL CREDIT UNION ADMINISTRATION, as Liquidating Agent for
Deseret Federal Credit Union

Transferor's Mailing Address:

4807 Vicewood Springs Road, Suite 5100
Austin, Texas 78759

Transferee: Contra Mortgage Equities, Inc.

Transferee's Mailing Address:

2828 Routh, Suite 400
Dallas, Texas 75201

THAT, Transferor has received good and valuable consideration paid to it by Transferee, the receipt and sufficient of which is hereby acknowledged, and does hereby transfer, assign, grant and convey unto and to the order of Transferee and its assigns all of Transferor's interest in and to: (i) the promissory note described on what is attached hereto as Exhibit "A" and incorporated herein by reference (the "Promissory Note"), (ii) all renewals, extensions, replacements, modifications, assumption agreements and/or instruments of and relating to the indebtedness evidenced by the Promissory Note including, but not limited to, such agreements and instruments described on Exhibit "A" attached hereto and all Affidavits of Lost Notes (if any); (iii) all security interests, deed of trust liens or other liens, and any superior title held by Transferor securing the payment of the Promissory Note, which include, but are not limited by, those liens which are further described or referred to in the instruments on the attached Exhibit "A", including all vendor's liens, deed of trust liens or other liens evidenced by the instruments described or referenced to on the attached Exhibit "A" (collectively the "Liens"); (iv) all guaranties, sureties, endorsements and causes of action (if any) against obligors under the Promissory Note and those individuals assuming the obligations under the Promissory Note or any portion thereof, including PMI insurance (if any), VA, FHA, HUD or similar type of mortgagee insurance (if any); (v) mortgagee's policies of title insurance and endorsement thereto (if any), (vi) policies under fire and extended coverage, (vii) all escrow deposits held for payment of taxes, insurance or special assessments (if any), (viii) all collateral and underwriting files and documents (including all copies of originals) relating to the Promissory Note and Liens; and (ix) all other rights whatsoever in connection with Promissory Note (and the indebtedness evidenced thereby), the Liens, instruments or the properties covered by the Liens.

This transfer of the notes and liens is made without recourse on Transferor and without warranty, express or implied, including without any warranty as to the properties or property rights conveyed hereby as described above and on Exhibit "A" attached hereto (except for the express warranties made (if any), in that certain Asset Sale Agreement, dated July 22, 1992, between Transferor and Transferee).

When the context requires, singular nouns and pronouns include the plural.

NATIONAL CREDIT UNION
ADMINISTRATION, as Liquidating
Agent for Deseret Federal
Credit Union

BY: *Kempe Hayes*
Kempe Hayes, Senior Analyst

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

On this 7th day of August, 1992, personally appeared before me, a Notary Public, in and for said County and State, Kempe Hayes, Senior Analyst, for the NATIONAL CREDIT UNION ADMINISTRATION, as Liquidating Agent for Deseret Federal Credit Union, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned on behalf of said entity.

My Commission Expires:
8/2/93

Loretta M. Palcuta
Notary Public, State of Texas
LORETTA M. PALCUTA
Printed or Typed Name of Notary

AFTER RECORDING RETURN TO:
Scott A. Larson
Suite 400, Quadrangle Tower
2828 Routh Street
Dallas, Texas 75201
214-871-0123

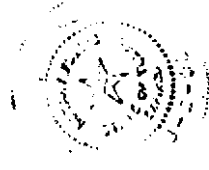


EXHIBIT "A"

LOAN NO.: CME53/143131-2-5
ORIGINAL MAKER'S NAME: C. Richard Prince and Mary C. Prince
ORIGINAL PAYEE: Deseret Federal Credit Union
CURRENT OWNER OF NOTE: Deseret Federal Credit Union
ORIGINAL AMOUNT OF PROMISSORY NOTE: \$30,000.00
DATE OF NOTE: August 28, 1990
VOLUME AND PAGE/FILE CLERK NO. OF DEED OF TRUST: Recorded September 17, 1990 in Book 91, page 197, as Document No. 094910 of the Official Records of Lincoln County, Nevada

VOLUME AND PAGE OF VENDOR'S LIEN RETAINED IN WARRANTY DEED (IF AVAILABLE):

OTHER INSTRUMENTS:

COUNTY OF RECORDING: Lincoln

LEGAL DESCRIPTION:

COMMENCING at a point on the North side of the Upper Lane, also known as "B" Street in the town of Panaca, Nevada, at the intersection of 2nd Street with North side of "B" Street, shown on the Official Plat as between Blocks 1 and 20 about 33 rods West of the actual townsite boundary line, and running thence East along said North side of the Upper Lane a distance of 190 feet, thence at right angles North 126 feet, thence at right angles West a distance of 190 feet, thence at right angles south 126 feet to the point of beginning, being situate in the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 5, Township 2 South, Range 68 East, M.D.B. & M., Lincoln County, Nevada.

099250

AND RETURNED AT REQUEST OF
CME Associate, Inc.
 Aug. 21, 1992

35...
 P... 102...
 62... LINCOLN...

Heirich Setzer
 CLERK

end