

WHEN RECORDED RETURN TO:
Stewart Title of Northern Nevada
P.O. Box 5297
Stateline, Nv. 89449

#321072301

COLLATERAL ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, HARICH TAHOE DEVELOPMENTS (the "Assignor") does hereby collaterally assign, transfer and convey to CANADIAN IMPERIAL BANK OF COMMERCE (the "Assignee"), its successors and assigns all of its right, title, interest, powers and privileges in and to that certain deed of trust (the "Buyer Deed of Trust"), of even date herewith, recorded as document no. recorded concurrently herewith, executed and acknowledged by DAVID G. ACHTERBERG and SANDY L. ACHTERBERG, Husband and Wife to Assignor and to be recorded in the Office of the Recorder of Douglas County, Nevada:

TOGETHER, with the note (the "Buyer Note") identified in and secured by the Buyer Deed of Trust as well as the principal and interest due or to become due thereunder;

TOGETHER with any modifications, amendments and supplements to or extensions of the Buyer Deed of Trust or the Buyer Note;

FOR THE PURPOSE OF FURTHER SECURING the payment of that certain mortgage note (the "Construction Note"), dated December 10, 1981 from Assignor to First Interstate, which note has been endorsed over by First Interstate to Assignee.

In the event that Assignee loans Assignor additional sums pursuant to an end loan ("End Loan"), then this Collateral Assignment of Deed of Trust shall secure the repayments of funds so loaned.

ASSIGNOR HEREBY COVENANTS AND AGREES that a default under any of the terms, conditions or provisions of the Construction Note, or note evidencing the End Loan (the "End Loan Note") or Collateral Assignment of Notes and Deeds of Trust and Security Agreement given to secure the End Loan Note, after the expiration of any cure periods granted therein, shall be deemed a default under this Assignment and shall entitle Assignee to enforce its rights in the Buyer Deed of Trust and the Buyer Note, and to take such action to obtain title to and possession of the Buyer Deed of Trust and the Buyer Note as is authorized by Nevada law.

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