·384-09

COLLATERAL ASSIGNMENT OF DEED OF TRUST AND NOTE

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned BARNEY'S CLUB, INC.. a Nevada Corporation hereby grants, assigns, and transfers to VALLEY BANK OF NEVADA, a Nevada Banking Corporation, all beneficial interest under that certain Deed of Trust and Security Agreement dated May 5, 1983, executed by JOHN J. FULTS and GEORGIA S. FULTS, husband and wife, Trustors to FIRST AMERICAN TITLE COMPANY OF NEVADA, Trustee and recorded May 9, 1983, as Document No. 080278, in Book 583 at Page 2025* of Official*1981 Records in the office of the County Recorder of Douglas County, State of Nevada, covering: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

(Said Deed of Trust and Security Agreement together with the Note therein described, was assigned to the undersigned, Barney's Club, Inc., pursuant to an assignment recorded September 14, 1983, as Document No. 86804 889 at Page of Official Records in the office of the County Recorder of Douglas County, Nevada)

TOGETHER with the Instalment Note therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust. The undersigned Assignor hereby waives all rights Assignor has in such Agreement, including, but not limited to, all rights to credit bid at any foreclosure sale and agrees that Bank shall have the absolute right to foreclose the encumbered real However, Bank agrees to give Assignor thirty (30) days written notice of any default under the terms of such Agreement prior to initiating any foreclosure proceedings and prior to exercising any election to sell the encumbered real property. During the thirty (30) day period, Assignor shall have the right, but not the obligation, to cure the default or to make other arrangements satisfactory to Bank to discharge Assignor's obligation to Bank or to provide additional or substitute security satisfactory to Bank. Bank further agrees to provide Assignor with copies of any notice of default, election to sell the encumbered real property, and notice of foreclosure sale which might be given after the expiration of the thirty (30) day period. Any decision as to what may or may not be 'satisfactory to Bank" shall be determined solely by Bank.

This Assignment is given to secure (1) payment of the indebtedness evidenced by the following note(s): Demand note dated September 2, 1983 executed by Barney's Club, Inc. and any modifications, extensions, and renewals thereof, executed by the undersigned or any of them, in favor of VALLEY BANK OF NEVADA, or order; (2) payment of such additional amounts as may hereafter be loaned to or otherwise advanced for the accounts of the undersigned or any of them; and (3) payment and performance of every obligation, covenant, promise or agreement herein or in any said note or notes contained.

DATED this 2nd day of September, 1983.

STATE OF NEVADA SS. COUNTY OF WASHOE On Surremover 26, 1983 personally appeared before me, a

Notary Public, Comment of Concerno 4

who acknowledged that he Bauer's Club, Inc. executed the above instrument.

WHEN RECORDED MAIL TO:

VALLEY BANK OF NEVADA (RJB) P.O. Box 10927 Reno, Nevada 89510

FIRST AMERICAN TITLE CO. OF NEVADA

P. O. Box 531 098856 Reno, NV 89504 000K 384 PAGE 2578 089461

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BARNEY'S CLUB, INC., a Nevada Corporatio

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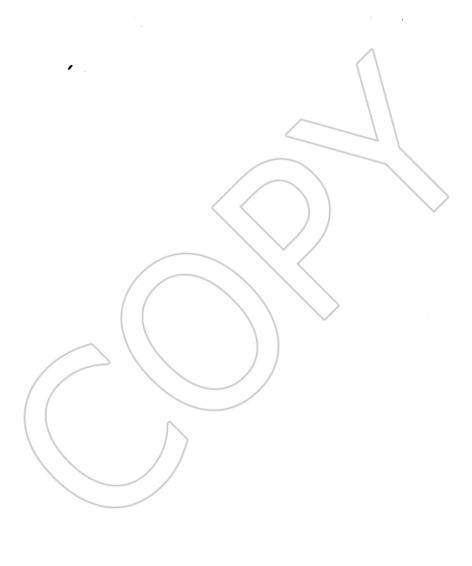
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DOUGLAS COUNTY TITLE
IN DEFICIAL RECORDS OF
DOUGLAS CO. NEVADA
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SUZANNE BEAUDREAU RECORDER

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