

**ASSIGNMENT OF PROMISSORY NOTE  
SECURED BY DEED OF TRUST**

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to WAYNE S. CHIMARUSTI, ESQ., a sole proprietorship, of 300 West Second Street, Carson City, NV 89703, as to an undivided 53.45% share, KAFOURY, ARMSTRONG, BERNARD, BERGSTROM, MCGHIE, SMEATH, MAPLES & GLENN, a Professional Corporation, DBA: KAFOURY ARMSTRONG & CO., of 307 West Winnie Lane, Suite 1, Carson City, NV 89703, as to an undivided 15.66% share, LEE B. SMITH AND ASSOCIATES, a sole proprietorship, of 117 East Long Street, Carson City, NV 89706, as to an undivided 17.75% share, and WALTHER, KEY, MAUPIN, OATS, COX, KLAICH & LEGOY, a Nevada Professional Corporation, of 3500 Lakeside Court, Suite 200, Reno, NV 89520, as to an undivided 13.14% share, all as tenants in common, hereinafter collectively referred to as Assignees, all its right, title and interest in a Promissory Note, hereinafter the Mason Note, dated January 4, 1995, in the original amount of ONE HUNDRED SEVENTY-TWO THOUSAND FOUR HUNDRED NINETY-TWO AND 39/100 DOLLARS (\$172,492.39) and all its beneficial interest under that certain Deed of Trust, hereinafter referred to as the Mason Deed of Trust, dated January 4, 1995, executed by Lonnie D. Mason, a married man, as his sole and separate property, Trustor, to Stewart Title of Douglas County, Trustee, and recorded January 5, 1995, as Document No. 353826 in Book 0195 at Page 0580 of Official Records in the office of the County Recorder of Douglas County, State of Nevada.

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Promissory Note and Deed of Trust.

This assignment is executed for the purpose of securing all the obligations of the Helen M. Clark Trust to the Assignees as set forth in that certain Promissory Note of even date herewith, wherein the Helen M. Clark Trust is the payer, and the Assignees are the payees.

Upon complete satisfaction of the obligations as set forth in said Promissory Note between the Helen M. Clark Trust and Assignees, the Assignees shall reassign their interest in the Mason Note to the Helen M. Clark Trust.

In the event of default by the Helen M. Clark Trust on the terms of the Trust's Promissory Note to the Assignees, the

WAYNE S. CHIMARUSTI, ESQ.  
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