

ASSUMPTION AGREEMENT

WHEREAS, NEVADA BANKING COMPANY loaned JOHN J. CASSANI AND STARLA A. CASSANI the sum of ONE HUNDRED FIVE THOUSAND DOLLARS AND ZERO CENTS (\$105,000.00) evidenced by a Note dated NOVEMBER 27, 1995 and a Deed of Trust recorded NOVEMBER 30, 1995 in Book 1195, Page 5330, Document No. 376105 in DOUGLAS County Records, and,

WHEREAS, JOHN J. CASSANI AND STARLA A. CASSANI desire to convey this property to the undersigned CHANDELLE INVESTMENTS, A LIMITED-LIABILITY COMPANY who desires to assume and agrees to pay said indebtedness and perform all the obligations under said loan, and whereas NEVADA BANKING COMPANY is willing to consent to the transfer of title and assumption of indebtedness.

THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

1. NEVADA BANKING COMPANY does hereby consent to the conveyance of said premises by the aforesaid JOHN J. CASSANI AND STARLA A. CASSANI.

2. CHANDELLE INVESTMENTS, A LIMITED-LIABILITY COMPANY hereby assumes and agrees to pay loan indebtedness, evidenced by said Note and Deed of Trust, and to perform all of the obligations provided therein, it being agreed and understood that, as of this date, the indebtedness is unpaid principal of ONE HUNDRED FOUR THOUSAND, NINE HUNDRED TWENTY-EIGHT DOLLARS AND SIXTY-SIX CENTS (\$104,928.66). Borrower will pay this loan on demand, or if no demand is made, Borrower will pay this loan in one principal payment of \$104,928.66 plus interest on April 5, 1998. This payment due April 5, 1998, will be for all principal and accrued interest not yet paid. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning May 5, 1997, with all subsequent interest payments to be due on the same day of each month after that. Interest on this Note is computed on a 365/360 simple interest basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

The interest rate on this Note shall be 8.50 percent per annum on the unpaid principal balance from March 28, 1997, until paid in full.

3. CHANDELLE INVESTMENTS, A LIMITED-LIABILITY COMPANY hereby agrees overdue principal and (to the extent legally enforceable), overdue interest, whether caused by acceleration of maturity or otherwise, shall bear interest at the rate of 12.50 percent per year, and a 8.0 percent late charge will be due on any payment which is 10 days or more delinquent.

4. THE CONVEYANCE AND ASSUMPTION shall not release JOHN J. CASSANI and STARLA A. CASSANI of liability for loan indebtedness and they agree to execute a "Commercial Guaranty" concurrent with the execution of this Assumption Agreement.

All terms and conditions of the original note and any security thereto attached are fully incorporated herein and fully ratified.

This assumption by said CHANDELLE INVESTMENTS, A LIMITED-LIABILITY COMPANY is joint and several and shall be binding upon its successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto executed this instrument this
4 day of April, 1997.

0410743

BK0497PG2609

CHANDELLE INVESTMENTS, A LIMITED-LIABILITY COMPANY

[Signature]
GREGORY K. ZOELLER, Manager

[Signature]
JOHN J. CASSANI

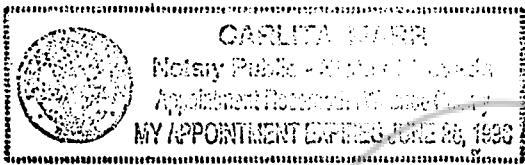
[Signature]
GREGORY K. ZOELLER TRUST DATED
DECEMBER 6, 1995
GREGORY K. ZOELLER, Trustee

[Signature]
STARLA A. CASSANI

NEVADA BANKING COMPANY

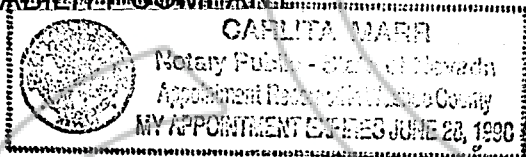
[Signature]
URSULA K. PREBEZAC
SENIOR VICE PRESIDENT

STATE OF NEVADA
COUNTY OF DOUGLAS
Subscribed before this 4 day of April, 1997, by GREGORY K. ZOELLER
Manager for CHANDELLE INVESTMENTS, A LIMITED-LIABILITY COMPANY



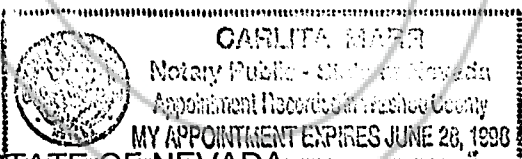
[Signature]
Notary Public

STATE OF NEVADA
COUNTY OF DOUGLAS
Subscribed before this 4 day of April, 1997, by GREGORY K. ZOELLER
TRUST DATED DECEMBER 6, 1995 Member for CHANDELLE INVESTMENTS, A LIMITED-
LIABILITY COMPANY



[Signature]
Notary Public

STATE OF NEVADA
COUNTY OF DOUGLAS
Subscribed before this 4 day of April, 1997, by JOHN J. CASSANI AND
STARLA A. CASSANI



[Signature]
Notary Public

STATE OF NEVADA
COUNTY OF DOUGLAS
Subscribed before me this 28th day of March, 1997, by URSULA K. PREBEZAC,
and known to me to be the SENIOR VICE PRESIDENT, authorized agent for the Lender,
NEVADA BANKING COMPANY, duly authorized by the Lender through its Board of Directors
or otherwise, to execute this instrument.



[Signature]
Notary Public

COPY

REQUESTED BY
WESTERN TITLE COMPANY, INC.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'97 APR 16 P4:24

LINDA SLATER
RECORDER

\$ 9.00 PAID KD DEPUTY

0410743

BK0497PG2611