

**RECORDING REQUESTED BY:
BOURDEAU FAMILY REVOCABLE
LIVING TRUST**

**AND WHEN RECORDED, MAIL TO:
BOURDEAU FAMILY REVOCABLE
LIVING TRUST
P.O. BOX 6633
INCLINE VILLAGE, NV 89450**

**COLLATERAL ASSIGNMENT OF NOTE
AND DEED OF TRUST**

FOR VALUE RECEIVED, the undersigned, GORDON R. LANE and CAROL L. LANE ("Assignor") does hereby grant, assign and transfer to BOURDEAU FAMILY REVOCABLE LIVING TRUST, JOSEPH B. BOURDEAU and SANDRA K. BOURDEAU, Trustees, ("Assignee"), for the purpose of securing the payment of that certain promissory note ("Note") dated Feb. 11, 2000, made by Assignor and payable to Assignee, in the original principal amount of Four Hundred Thousand Dollars (\$400,000.00), with interest thereon according to the terms of the Note, all beneficial interest under that certain deed of trust ("Collateral Deed of Trust") described as follows:

"A deed of trust dated August 11, 1999, executed by GEORGE YONANO and ELEANOR L. YONANO, Trustors, to First American Title Company of Nevada, Trustee, and recorded on September 14, 1999, in the office of the County Recorder of Douglas County, Nevada as Document No. 467575 in Book 999, Page 2609."

together with the note secured thereby ("the Collateral Note"), the money due and to become due thereon with interest, and all rights accrued or to accrue under the Deed of Trust:

The terms and conditions of the security interest granted in the Collateral Note and Collateral Deed of Trust are contained in a Pledge and Security Agreement dated Feb. 11, 2000 wherein Assignor is debtor, and Assignee is secured party.

Assignor represents and warrants to Assignee as follows:

1. In the event that the indebtedness evidenced by the Collateral Note is fully paid prior to full payment of the Note, either by voluntary prepayment or as the result of acceleration due to default thereunder, Assignor hereby grants to Assignee a lien upon the proceeds of the Collateral Note to the extent necessary to fully pay the then outstanding balance of principal and interest due under the Note. Assignor shall, at Assignee's request, execute instructions to the payor of the Collateral Note instructing such payor to make all future payments under the Collateral Note to Assignee.

2. In the event of default under the Collateral Note, or any other obligation secured by the Collateral Deed of Trust, Assignor agrees to immediately execute any and all documents necessary to commence foreclosure proceedings under the Collateral Deed of Trust. The credit bid of Assignor at any foreclosure sale under the Collateral Deed of Trust shall be mutually agreed upon by Assignor and Assignee. If such foreclosure proceedings result in Assignor obtaining title to the real property encumbered by the Collateral Deed of Trust then Assignor agrees to immediately execute and deliver to Assignee a deed of trust encumbering such property as security for the balance due under the Note. If such foreclosure proceedings result in Assignor's receipt of cash in full or partial satisfaction of the Collateral Note, then Assignor hereby assigns such cash to Assignee in an amount sufficient to fully pay the Note. In the event there is not sufficient cash to pay the Note, or the value of the encumbered

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security is less than the unpaid balance of the Note, then to the extent necessary to fully pay the Note, Assignor assigns to Assignee any rights of Assignor to proceed against the obligor under the Collateral Note for a deficiency judgment and to collect from any guarantors of the Collateral Note.

DATED this 11 day of February, 2000.

Gordon R. Lane
GORDON R. LANE

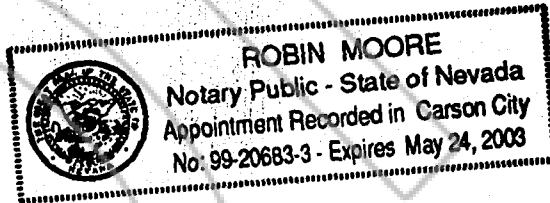
Carol L. Lane
CAROL L. LANE

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On this 11 day of February, 2000, personally appeared before me, the undersigned Notary Public in and for the County and State aforesaid, GORDON R. LANE and CAROL L. LANE, known to me to be the persons who executed the within instrument., and acknowledged to me that they executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Robin Moore
NOTARY PUBLIC



REQUESTED BY
FIRST AMERICAN TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 FEB 11 PM 4: 13

LINDA SLATER
RECORDER

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