

WHEN RECORDED MAIL TO:
 ROBERT J. FRY, ESQ.
 195 Casazza Drive
 Reno, Nevada 89502

THIS DEED OF TRUST IS SECOND AND SUBORDINATE
 TO A NEW FIRST DEED OF TRUST IN THE AMOUNT OF
 \$200,000.00 RECORDING CONCURRENTLY HEREWITH.

APN No: 19-290-02

SECOND DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 10th day of August, 2000, by and between PETER KRAEMER and LANE B. KRAEMER, Husband and Wife, herein called TRUSTORS; whose address is 495 Green Acres Drive, Gardnerville, Nevada; STEWART TITLE OF NORTHERN NEVADA, herein called TRUSTEE; and HOMEFRONT, LLC., a Nevada Limited Liability Company, whose address is P.O. Box 3329, Carson City, Nevada 89701 herein called BENEFICIARY;

W I T N E S S E T H:

That TRUSTORS irrevocably grant to TRUSTEE in trust, with power of sale, that certain property located at 495 Green Acres Drive, Gardnerville, Douglas County, Nevada, which said property is more particularly described as follows, to-wit:

Lot 2, as shown on the Map of Green Acres, filed in the office of the County Recorder of Douglas County, Nevada, on September 19, 1966, Document No. 34001

EXCEPT THEREFROM a portion of Lot 2, Green Acres Subdivision, as filed in the Douglas County Courthouse on September 19, 1966, and more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 2, proceed South $71^{\circ}23'50''$ West, 138.40 feet, along the Southerly boundary of said Lot 2, to a point North $18^{\circ}36'10''$ West, 8.77 feet, to a point; thence North $71^{\circ}19'55''$ East 138.40 feet, to a point on the Easterly boundary of said Lot 2, to the POINT OF BEGINNING.

APN: 19-290-02

TOGETHER with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon BENEFICIARY to collect and apply such rents, issues and profits.

TO HAVE AND TO HOLD the same unto the said TRUSTEE, and its successors and assigns, upon the trusts hereinafter expressed namely:

FOR THE PURPOSE OF SECURING: (1) Payment of the sum of \$150,000.00 according to the terms of the promissory note or notes of even date herewith made by TRUSTORS payable to order of BENEFICIARY, and all extensions or renewals thereof; (2) the performance each agreement of TRUSTORS herein contained or incorporated by reference and (3) the payment of such additional sums thereon which may hereafter be loaned or advanced to TRUSTORS or TRUSTORS' successors or assigns, when evidenced by a promissory note or notes which recite that they are secured by this Deed of Trust.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The TRUSTORS promise to properly care for and keep the property herein described, in good condition, order and repair; to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above-described premises; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit or permit waste thereon; not to commit, suffer, or permit any acts upon said property in violation of any law, covenant, condition, or restriction affecting said property.

SECOND: The TRUSTORS agree to pay to the TRUSTEE, and to the BENEFICIARY, on demand, the amount of all sums of money which they shall respectively pay or expend pursuant to the provisions of this Deed of Trust, or of the covenants hereof adopted by reference or any part of them, together with interest computed upon each of said amounts until paid at the rate of SEVEN (7%) PERCENT per annum computed from the date that any such payments are made by the Trustee or Beneficiary.

THIRD: Following covenants numbered: 1, 2 (for the property's full insurable value with the TRUSTORS agreeing to provide BENEFICIARY with proof of coverage), 3, 4 (interest at SEVEN (7%) PERCENT), 5, 6, 7 (counsel fees of FIVE (5%) PERCENT), 8, and 9 of NRS 107.030 are hereby adopted by reference hereto and made a part of and incorporated into this Deed of Trust.

FOURTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

FIFTH: All the provisions of this instrument shall inure to, and bind the heirs, executors, successors, and assigns of the BENEFICIARY and shall inure to, apply to, and bind the legal representatives, successors, and assigns of each of the other parties hereto, respectively. Whenever used, the singular shall include the plural, the plural the singular, and the use of any

gender shall include all other genders. However, the BENEFICIARY of this Trust Deed shall not have the right nor is this Deed of Trust assignable without the prior written consent of the TRUSTORS which said consent shall not be unreasonably withheld.

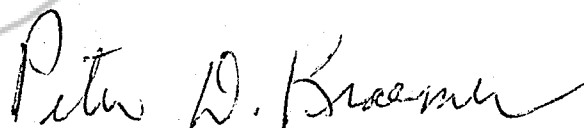
SIXTH: TRUSTORS hereby assign to the TRUSTEE any and all rents of the above-described premises accruing after default and hereby authorizes TRUSTEE, or a receiver to be appointed on application of TRUSTEE or BENEFICIARY, without waiving or affecting the right of foreclosure or any other right hereunder, to take possession of the premises at any time after there is a default in the payment of said debt or in the performance of any of the obligations herein contained, and to rent the premises for the account of BENEFICIARY. At any TRUSTEE's sale held hereunder, TRUSTEE shall sell the property herein described as a single unit herein otherwise specifically directed and at such sale is hereby authorized to bid for BENEFICIARY or other absent person.

SEVENTH: It is expressly agreed that the trusts created hereby are irrevocable by the TRUSTORS.

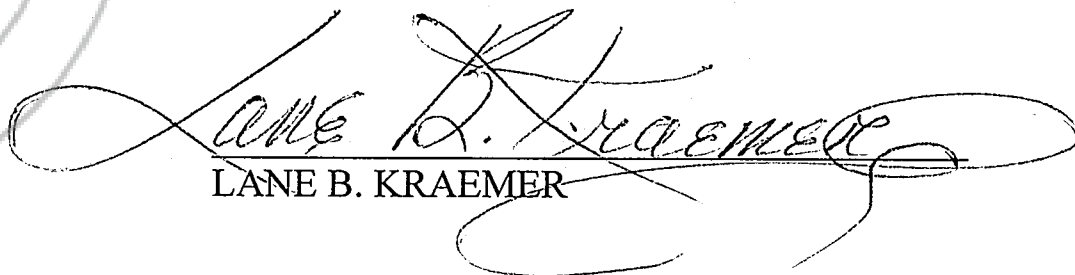
EIGHTH: If all or any part of the property or any interest in it is sold or transferred without the BENEFICIARY's prior written consent, the BENEFICIARY may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by the BENEFICIARY if the exercise thereof is prohibited by federal law as of the date of this Trust Deed. If the BENEFICIARY exercises this option, the BENEFICIARY shall give TRUSTORS notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which TRUSTORS must pay all sums secured by this Trust Deed. If TRUSTORS fail to pay these sums prior to the expiration of this period, the BENEFICIARY may invoke any remedies permitted by this Trust Deed without further notice or demand on the TRUSTORS.

NINTH: The undersigned TRUSTORS request that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to them at the address hereinabove set forth.

IN WITNESS WHEREOF, the TRUSTORS has hereunto caused his hands to be affixed hereto, the day and year first above written.



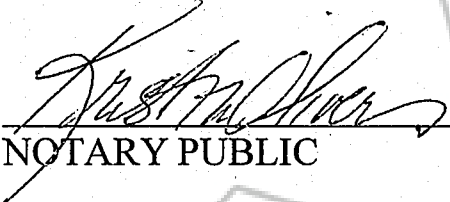
PETER KRAEMER

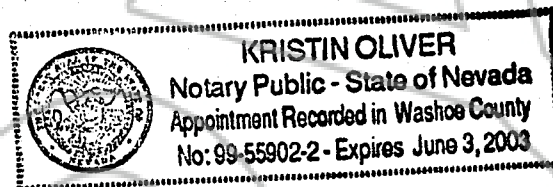


LANE B. KRAEMER

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 10th day of August, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared PETER KRAEMER and LANE B. KRAEMER and who executed the above and foregoing instrument, and who acknowledged to me that they did so freely and voluntarily and for the uses and purposes therein mentioned.


NOTARY PUBLIC



COPIES

REQUESTED BY
STEWART TITLE of DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 AUG 10 PM 3:39

LINDA SLATER
RECORDER

\$10.00 PAID A DEPUTY

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