

RECORDING REQUESTED BY

Carol Perrin

ACCOM1538

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AND WHEN RECORDED MAIL TO

Greenberg Traurig, LLP
ATTN: Carol Perrin, Esq.
1925 Century Park East
Suite 2200
Los Angeles, CA 90067

Space above line for Recorder's Use
NO TAX DUE.

ASSIGNMENT OF PROMISSORY NOTE

APN No. 19-290-02

On August 10, 2000, PETER D. KRAEMER and LANE B. KRAEMER entered into a Promissory Note, payable to HOMEFRONT, LLC, a Nevada Limited Liability Company in the amount \$200,000.00, a copy of which is attached hereto as Exhibit "A". The beneficial owner of said HOMEFRONT, LLC at all times was and is CARLITA N. RAY. CARLITA N. RAY at all times was and is the beneficial owner of the Promissory Note.

Therefore, CARLITA N. RAY, individually and on behalf of HOMEFRONT, LLC, assigns all of her right, title and interest in this Promissory Note to CARLITA RAY.

Address: 495 Green Acres Drive,
Gardnerville, Douglas County,
Nevada

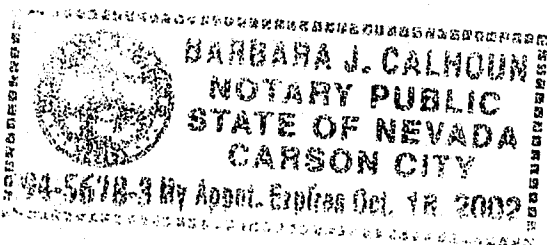
By: Carlita N. Ray
CARLITA N. RAY
HOMEFRONT, LLC not duly formed

ASSIGNMENT OF PROMISSORY NOTE
ACKNOWLEDGMENT

STATE OF NEVADA)
) ss.
COUNTY OF Carson City)

On 9-22-2000, before me, Barbara J. Calhoun a Notary Public for the State of Nevada personally appeared Carlita N. Ray personally known to me (or proved to me on the basis of satisfactory evidence), to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Barbara J. Calhoun
Public
0506286
BK0101PG0848

ACCOMMODATION ONLY

COPY**PROMISSORY NOTE**\$200,000.00
7%Reno, Nevada
August _____, 2000

FOR VALUE RECEIVED, We the undersigned PETER D. KRAEMER and LANE B. KRAEMER jointly and severally, promise to pay in lawful money of the United States of America, to HOMEFRONT, LLC., a Nevada Limited Liability Company, the principal sum of TWO HUNDRED THOUSAND AND NO/100ths (\$200,000.00) DOLLARS, together with interest computed from the date of this Note at the rate of SEVEN (7%) PERCENT, per annum amortized over a 22 year period, payable in monthly payments of \$1,486.00 with the first monthly payment due and payable on or before September 15, 2000, and the successive payments due on or before the 15th day of each and every month thereafter until August 15, 2005 at which time the entire unpaid principal sum and accrued interest thereon shall all become due and payable.

In the event the undersigned make a payment against principal in excess of the interest accrued at the time of the payment, the payment shall first be credited toward the accrued interest then due as provided for herein and the remainder toward the principal sum with the accrual of interest ceasing as to the amount so credited toward said principal sum.

This Note is secured by a Deed of Trust of even date herewith (the "Deed of Trust") executed by the undersigned with respect to 495 Green Acres Drive, Gardnerville, Douglas County, Nevada (APN No. 19-290-02) wherein STEWART TITLE OF NORTHERN NEVADA, is designated as Trustee.

Except as otherwise provided in the Deed of Trust, in the event that the undersigned, or any successor in interest of the undersigned in the real property encumbered by the Deed of Trust shall sell, transfer or convey, or contract to sell, transfer or convey, such real property, or any portion thereof, or any interest therein, then, at the option of the holder of this Note, the then unpaid balance of principal and interest due hereunder shall forthwith become due and payable although the time of maturity as expressed hereinabove shall not have arrived. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions.

The holder of this Note may accelerate this Note, that is, declare the entire unpaid balance due and payable, upon any default hereunder including (1) failure to pay when due any installment of principal or interest due hereunder, (2) any default by Trustor under the Deed of Trust securing this Note, (3) any default by the obligators under any obligation secured by a deed of trust having priority over the deed of trust securing this Note, (4) any default by Trustor under such prior deed of trust having priority over the deed of trust securing this Note, or (5) the insolvency of any maker, or guarantor, if any, of this Note. Protest is waived.

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COPY

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

2001 JAN -4 PM 3: 44

LINDA SLATER
RECORDER

\$ 9.00 PAID *SL* DEPUTY

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