

BARRINGTON CAPITAL CORPORATION
5000 BIRCH STREET, SUITE 610
NEWPORT BEACH, CALIFORNIA 92660
Loan Number 10201153

DEED OF TRUST

2002-60062-KK

PARTIES: This Deed of Trust is made on MARCH 4, 2002, among the Grantor, RONALD L. JAMES AND BRENDA A. JAMES, HUSBAND AND WIFE AS JOINT TENANTS ("Borrower"), FIRST AMERICAN TITLE COMPANY OF NEVADA ("Trustee"), and the Beneficiary, BARRINGTON CAPITAL CORPORATION, A CALIFORNIA CORPORATION a corporation organized and existing under the laws of CALIFORNIA, whose address is 5000 BIRCH STREET, SUITE 610, NEWPORT BEACH, CALIFORNIA 92660 ("Lender").

CONVEYANCE: For value received, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

PROPERTY ADDRESS: 1655 LOGAN CREEK DRIVE
(Street)

GLENBROOK
(City)

, Nevada 89413
(Zip Code)

LEGAL DESCRIPTION:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N. #: 0000-03-022-190

THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMODATION ONLY. NO LIABILITY, EXPRESS OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY OR SUFFICIENCY NOR AS TO ITS EFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.

FIRST AMERICAN TITLE CO.

located in DOUGLAS

County, Nevada.

TITLE: Borrower covenants and warrants title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and

SECURED DEBT: This deed of trust secures to Lender repayment of the secured debt and the performance of the covenants and agreements contained in this deed of trust and in any other document incorporated herein. Secured debt, as used in this deed of trust, includes any amounts Borrower owes to Lender under this deed of trust or under any instrument secured by this deed of trust and all modifications, extensions, and renewals thereof.

The secured debt is evidenced by (List all instruments and agreements secured by this deed of trust and the dates thereof.):

- Future Advances:** The above debt is secured even though all or part of it may not yet be advanced. Future advances are contemplated and are governed by the provisions of NRS 106.300 to 106.400, inclusive. Pursuant to those provisions:
- The total unpaid balance secured by this deed of trust at any one time shall not exceed a maximum principal amount of FIVE HUNDRED THOUSAND AND 00/100 Dollars (\$ 500,000.00), plus interest, plus any amounts disbursed under the terms of this deed of trust to protect the security of this deed of trust or to perform any of the covenants contained in this deed of trust, with interest on such disbursements.
 - Future advances by the Lender under this deed of trust are obligatory at the option of the Lender.
 - Subject to the maximum amount stated above, all future advances under this deed of trust will have priority from the time this deed of trust is recorded, whether the future advances are obligatory or optional, or the Lender has notice of an intervening lien.

The above obligation is due and payable on

if not paid earlier.

Variable Rate: The interest rate on the obligation secured by this deed of trust may vary according to the terms of that obligation.

- A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this deed of trust and made a part ± hereof.

DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Lot 4, in Block D, of LOGAN CREEK ESTATES, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on March 8, 1960, as Document No. 15688.

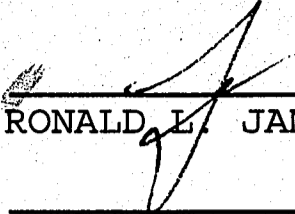
Together with the right of owners to have access to the waters of Lake Tahoe as set forth in Deed recorded December 17, 1973, in Book 1273, Page 387, Document No. 70682, Official Records of Douglas County, State of Nevada.

Together with an easement for ingress and egress over Lot 3 in block D, of said Logan Creek Estates, as said road now exists.

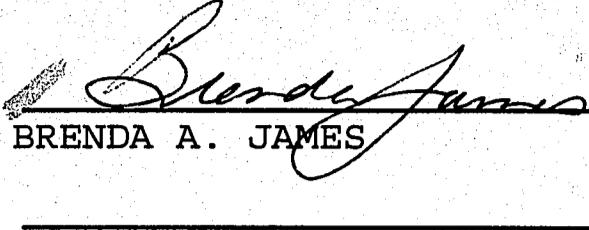
RIDERS: Commercial

Home Equity Access Line Rider

SIGNATURES: By signing below, Borrower agrees to the terms and covenants contained in this deed of trust, including those on page 2 and in any riders described above signed by Borrower. Borrower also acknowledges receipt of a copy of this deed of trust on today's date.



RONALD L. JAMES



BRENDA A. JAMES

ACKNOWLEDGMENT: STATE OF NEVADA, DOUGLAS County ss:
On this 5th day of March, personally appeared
before me, a Notary Public (notary public, judge, etc.),

Ronald L. James and Brenda A. James

, who acknowledged that they
executed the above instrument.

My commission expires: May 11, 2002



COVENANTS

1. **Payments.** Borrower agrees to make all payments on the secured debt when due. Unless Borrower and Lender agree otherwise, any payments Lender receives from Borrower or for Borrower's benefit will be applied first to any amounts Borrower owes on the secured debt exclusive of interest or principal, second to interest, and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any scheduled payment until the secured debt is paid in full.
2. **Claims Against Title.** Borrower will pay all taxes, assessments, and other charges attributable to the property when due and will defend title to the property against any claims which would impair the lien of this deed of trust. Lender may require Borrower to assign any rights, claims or defenses which Borrower may have against parties who supply labor or materials to improve or maintain the property.
3. **Insurance.** Borrower will keep the property insured under terms acceptable to Lender at Borrower's expense and for Lender's benefit. All insurance policies shall include a standard mortgage clause in favor of Lender. Lender will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within Lender's discretion, to either the restoration or repair of the damaged property or to the secured debt. If Lender requires mortgage insurance, Borrower agrees to maintain such insurance for as long as Lender requires.
4. **Property.** Borrower will keep the property in good condition and make all repairs reasonably necessary.
5. **Expenses.** Borrower agrees to pay all Lender's expenses, including reasonable attorneys' fees, if Borrower breaks any covenants in this deed of trust or in any obligation secured by this deed of trust. Borrower will pay these amounts to Lender as provided in Covenant 9 of this deed of trust.
6. **Prior Security Interests.** If any prior security interest provides for future advances, Borrower agrees to terminate the future advance provision of the prior security interest in accordance with NRS 106.380. Except as stated in this covenant, Borrower will not make or permit any changes to any prior security interest without Lender's written consent. Borrower will perform all of Borrower's obligations under any prior mortgage, deed of trust or other security agreement, including Borrower's covenants to make payments when due.
7. **Assignment of Rents and Profits.** Borrower assigns to Lender the rents and profits of the property. Unless Borrower and Lender have agreed otherwise in writing, Borrower may collect and retain the rents as long as Borrower is not in default. If Borrower defaults, Lender, Lender's agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents Lender collects shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
8. **Leaseholds; Condominiums; Planned Unit Developments.** Borrower agrees to comply with the provisions of any lease if this deed of trust is on a leasehold. If this deed of trust is on a unit in a condominium or a planned unit development, Borrower will perform all of Borrower's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

9. Authority of Lender to Perform for Borrower. If Borrower fails to perform any of Borrower's duties under this deed of trust, Lender may perform the duties or cause them to be performed. Lender may sign Borrower's name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the property. This may include completing the construction.

Lender's failure to perform will not preclude Lender from exercising any of its other rights under the law or this deed of trust.

Any amounts paid by Lender to protect Lender's security interest will be secured by this deed of trust. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.

10. Default and Acceleration. If Borrower fails to make any payment when due or breaks any covenants under this deed of trust or any obligation secured by this deed of trust, Lender may accelerate the maturity of the secured debt and demand immediate payment and may invoke the power of sale and any other remedies permitted by applicable law.

11. Power of Sale. If Lender invokes the power of sale, Lender or Trustee shall execute and cause to be recorded in the county in which the property is located a notice of breach and of Lender's election to cause the property to be sold, and shall give such notices to Borrower and to other persons as applicable law may require. In addition, Trustee shall give public notice of the time and place of sale in the manner and for the time required by applicable law. Trustee shall then sell the property (in gross or in parcels) at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale. Lender or Lender's designee may purchase the property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the property without any covenant or warranty, expressed or implied. Trustee shall apply the proceeds of the sale in the following order: (1) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (2) to all sums secured by this deed of trust; and (3) the excess, if any, to the persons legally entitled thereto.

12. Inspection. Lender may enter the property to inspect it if Lender gives Borrower notice beforehand. The notice must state the reasonable cause for Lender's inspection.

13. Condemnation. Borrower assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking or all of any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.

14. Waiver. By exercising any remedy available to Lender, Lender does not give up any rights to later use any other remedy. By not exercising any remedy upon Borrower's default, Lender does not waive any right to later consider the event a default if it happens again.

15. Joint and Several Liability; Co-signers; Successors and Assigns Bound. All duties under this deed of trust are joint and several. Any Borrower who co-signs this deed of trust but does not co-sign the underlying debt instrument(s) does so only to grant and convey that Borrower's interest in the property to the Trustee under the terms of this deed of trust. In addition, such a Borrower agrees that the Lender and any other Borrower under this deed of trust may extend, modify or make any other changes in the terms of this deed of trust or the secured debt without that Borrower's consent and without releasing that Borrower from the terms of this deed of trust.

The duties and benefits of this deed of trust shall bind and benefit the successors and assigns of Lender and Borrower.

16. Notice. Unless otherwise required by law, any notice to Borrower shall be given by delivering it or by mailing it addressed to Borrower at the property address or any other address that Borrower has given to Lender. Borrower will mail any notice to Lender at Lender's address on page 1 of this deed of trust, or to any other address which Lender has designated.

Any notice shall be deemed to have been given to Borrower or Lender when given in the manner stated above.

17. Transfer of the Property or a Beneficial Interest in the Borrower. If all or any part of the property or any interest in it is sold or transferred without Lender's prior written consent, Lender may demand immediate payment of the secured debt. Lender may also demand immediate payment if the Borrower is not a natural person and a beneficial interest in the Borrower is sold or transferred. However, Lender may not demand payment in the above situations if it is prohibited by federal law as of the date of this deed of trust.

18. Release. When Borrower has paid the secured debt in full and all underlying agreements have been terminated, Lender shall request Trustee to reconvey the property. Borrower agrees to pay all costs to record such reconveyance.

19. Substitute Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee by an instrument recorded in the county in which this deed of trust is recorded. The successor trustee shall thereupon be vested with all the title, interest, powers, duties and trusts in the premises vested or conferred upon the original Trustee.

HOME EQUITY ACCESS LINE RIDER

(Open end credit with fixed rate variable rate interest)

This Equity Line Rider is dated MARCH 4, 2002 and is an amendment to the Mortgage or Deed of Trust ("Mortgage") of the same date given by the undersigned, RONALD L. JAMES, BRENDA A. JAMES

("Borrower") to secure Borrower's Equity Line Agreement with BARRINGTON CAPITAL CORPORATION

("Lender") of the same date covering the property described in the Mortgage and located at: 1655 LOGAN CREEK DRIVE, GLENBROOK, NEVADA 89413

In addition to the covenants and agreements made in the Mortgage, Borrower and Lender further covenant and agree as follows:

1. The word "Note", as used in the Mortgage and this Rider, refers to the Home Equity Access Line Agreement.
2. The Note evidences an open end revolving line of credit agreement between Borrower and Lender under which future advances may be made. The amount stated in the Mortgage as the principal sum of the indebtedness is the credit limit for the line of credit. All advances made at any time by Lender in accordance with the terms of the Note, and all interest on the advances, shall be secured by the Mortgage. However, at no time shall the principal amount of the indebtedness secured by the Mortgage, not including sums advanced in accordance with the Mortgage to protect the security of the Mortgage, exceed the stated credit limit for the line of credit.
3. The Note provides for:
 - a fixed rate of interest expressed as a daily periodic rate of _____%. This corresponds to an annual percentage rate of _____%.
 - a variable rate of interest expressed as a daily periodic rate equal to 1/365 of an actual rate of 1.500% plus the "Index Rate". The daily periodic rate may increase if the highest prime rate published in the Wall Street Journal "Money Rates" table (the "Index Rate") increases. The initial daily periodic rate is 0.0178%, which corresponds to an initial annual percentage rate of 6.500%. The annual percentage rate will never be more than 18.000%. The daily periodic rate will be adjusted on the day the Index Rate changes. An increase in the daily periodic rate may increase the monthly payment due.

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NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$500,000.00 .
LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE
SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY
RECORDED OR FILED MORTGAGES AND LIENS.

R
RONALD L. JAMES 3-4-02 Date

Brenda James 3-4-02
BRENDA A. JAMES Date

Date

Date

Date

Date

COPIES

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

2002 MAR 11 PM 3:43

LINDA SLATER
RECORDER
\$19⁰⁰ PAID *KJ* DEPUTY

HOME EQUITY ACCESS LINE RIDER

Document Systems, Inc. (800) 649-1362

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