

**UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1**

This FINANCING STATEMENT is presented for filing pursuant to the Nevada Uniform Commercial Code

**170340**

Receipt No.

**IMPORTANT:** Read instructions on back before filling out form.

1. DEBTOR (ONE NAME ONLY) <input checked="" type="checkbox"/> LEGAL BUSINESS NAME <input type="checkbox"/> INDIVIDUAL (LAST NAME FIRST) The Dream Home Center, Inc.		1A. SOCIAL SECURITY OR FEDERAL TAX NO. 88-0356438
18. MAILING ADDRESS 1450 Stitzel Road		1C. CITY, STATE Elko, NV
19. RESIDENCE ADDRESS		1D. ZIP CODE 89801
2. ADDITIONAL DEBTOR (IF ANY) (ONE NAME ONLY) <input type="checkbox"/> LEGAL BUSINESS NAME <input type="checkbox"/> INDIVIDUAL (LAST NAME FIRST)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.
28. MAILING ADDRESS		2C. CITY, STATE
29. RESIDENCE ADDRESS		2F. CITY, STATE
20. ZIP CODE		2G. ZIP CODE
3. <input type="checkbox"/> ADDITIONAL DEBTOR(S) ON ATTACHED SHEET		
4. SECURED PARTY NAME Deutsche Financial Services Corporation MAILING ADDRESS 33801 First Way S. #301 CITY Federal Way STATE WA ZIP CODE 98003		
5A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.		
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		
5A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.		
6. THIS FINANCING STATEMENT covers the following types of items of property (if crops or timber, include description of real property on which growing or to be growing and name of owner of such real estate; if fixtures, include description of real property to which affixed or to be affixed and name of record owner of such real estate; if oil, gas or minerals, include description of real property from which to be extracted).		
7. Legal Description is attached		
8. This is to be filed in Real Estate Records		
9. SIGNATURE OF RECORD OWNER		
10. S. MAXIMUM AMOUNT OF INDEBTEDNESS TO BE SECURED AT ANY ONE TIME (OPTIONAL)		
11. (TYPE) RECORD OWNER OF REAL PROPERTY		

7. Check <input checked="" type="checkbox"/> Applicable A. Proceeds of collateral are also covered	B. <input type="checkbox"/> Products of collateral are also covered	C. <input type="checkbox"/> Proceeds of above described original collateral in which a security interest was perfected (Debtor's signature not required)	D. <input type="checkbox"/> Collateral was brought into this State subject to security interest in another jurisdiction (Debtor's signature not required)
8. Check <input type="checkbox"/> Applicable DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH NRS 704.205 AND NRS 104.9403.			

11. This Space for Use of Filing Officer: (Date, Time, File Number and Filing Office)

9. (Date) 7-31-98

By *Richard J. [Signature]* (TITLE) *Pres*

The Dream Home Center, Inc. (TYPE NAME(S))

By *Judith Olson* (SIGNATURE(S) OF SECURED PARTY(S)) (TITLE) *act mgr*

Deutsche Financial Services Corporation (TYPE NAME(S))

10. NAME ADDRESS CITY, STATE AND ZIP  
DFS P.O. Box 23100 Federal Way, WA 98093-0100  
ATTN: Kathy

Trust Account Number (if Applicable)

Return Copy to: BOOK 20 PAGE 37

UNIFORM COMMERCIAL CODE FORM UCC-1 (Rev. 1993)

Approved by the Nevada Secretary of State

(Filing Fees: See Instructions) (01-87)

WHITE—Alphabetical; PINK—Acknowledgement; GREEN—Secured Party; BLUE—Debtor.

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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Deutsche Financial Services Corp*  
98 AUG -7 AM 11:53  
EUREKA COUNTY NEVADA  
M.N. REBAL EATL. RECORDER  
FILE NO. 170340  
FEES \$19.00

This Right of Removal of Agreement ("Agreement") is entered into by and between Deutsche Financial Services Corporation ("DFS") and Ruby Hill Ranch, LLC (Subordinator). WHEREAS, DFS has extended and may from time to time hereafter, extend credit or other financial accommodations to The Dream Home Center, Inc. ("Dealer") in connection with Dealer's acquisition of inventory, including without limitation mobile, modular and/or manufactured homes ("the Inventory").

WHEREAS, some or all of the Inventory may from time to time be located on the premises commonly known as Parcel A, Lot 3 and as more fully described in Exhibit A attached hereto ("the Premises").

WHEREAS, Subordinator either (i) owns the Premises, (ii) is the beneficiary of a deed of trust, mortgage or other real estate security instrument encumbering or affecting the Premises (a "Mortgage"), (iii) is the mortgagee of a construction Mortgage or (iv) is the mortgagee of a Mortgage given to refinance a construction Mortgage.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DFS and Subordinator agree as follows:

1. **Subordination of Inventory.** Subordinator hereby unconditionally subordinates to DFS any and all right, title and security interest which Subordinator may presently have or which it may hereafter acquire in and to the Inventory, including without limitation all items of the Inventory that have or may become fixtures to the Premises, whether now owned or hereafter acquired by Dealer and wherever located, and all discounts, rebates, credits, incentive payments, returns, reposessions, exchanges, substitutions, replacements, attachments, parts, accessories and acccessions thereto, and all proceeds thereof.

2. **Right of Removal.** Subordinator grants to DFS the right at any time to enter onto and remove from the Premises all items of the Inventory in which DFS has or hereafter acquires a security interest, including without limitation any Inventory that has or hereafter become fixtures to the Premises. Subordinator shall not hold DFS liable for (i) the cost of repair of any physical injury to the Premises or Inventory, (ii) any diminution in value of the Premises caused by the absence of the Inventory removed or by any necessity of replacing the Inventory, or (iii) any requirement to provide adequate security prior to the removal of the Inventory from the Premises.

3. **Miscellaneous.** This Agreement shall be binding on, and shall inure to the benefit of, the successors and assigns of DFS and Subordinator. Subordinator hereby represents and warrants to DFS that Subordinator has not heretofore assigned, transferred, subordinated or terminated any of Subordinator's right, title or security interest in or to any of Dealer's assets subordinated to DFS pursuant to the terms of this Agreement. This Agreement is not intended, nor shall it be deemed, to directly or indirectly benefit any person or entity, including the Dealer, who is not a party hereto. Further, this Agreement shall bind any and all assignees of Subordinator's interest in the Premises including any purchaser at a foreclosure or trustee's sale.

4. **BINDING ARBITRATION.** Any controversy or claim arising out of or relating to this Agreement, the relationship resulting in or from this Agreement, the breach of any duties hereunder or any other relationship, transaction or dealing between the parties (collectively "Disputes") will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of The American Arbitration Association, 140 West 51st Street, New York, New York 10020-1203. Except as otherwise stated herein, all notices, arbitration claims, responses, requests and documents will be sufficiently given or served if mailed or delivered: (i) to Deutsche Financial Services Corporation at 655 Maryville Centre Drive, St. Louis, Missouri 63141-5832, Attention: General Counsel; and (ii) to any other party at the address specified herein; or such other address as the parties may specify from time to time in writing. The parties agree that all arbitrators selected will be attorneys with at least five (5) years secured transactions experience.



\_\_\_\_\_  
\_\_\_\_\_  
Address:  
Title:  
By:

\_\_\_\_\_  
\_\_\_\_\_  
Address:  
Title:  
By:  
Ruby Hall Ranch, LLC

*Handwritten:*  
401 9th Road S  
Ellis, NV 89601  
D. DUNKIN

\_\_\_\_\_  
Date: July 27, 1998  
WITNESS:

Any award rendered by the arbitrator(s) may be entered as a judgment or order and confirmed or enforced by either party in any state or federal court having competent jurisdiction thereof. If either party brings or appeals any judicial action to vacate or modify any award rendered pursuant to arbitration or opposes the confirmation of such award and the party bringing or appealing such action or opposing confirmation of such award does not prevail, such party will pay all of the costs and expenses (including, without limitation, court costs, arbitrators fees and attorneys' fees) incurred by the other party in defending such action. Additionally, if either party brings any action for judicial relief in the first instance without pursuing arbitration prior thereto, the party bringing such action for judicial relief will be liable for and will immediately pay to the other party all of the other party's costs and expenses (including, without limitation, court costs and attorneys' fees) to stay or dismiss such judicial action and/or remove it to arbitration. The failure of either party to exercise any rights granted hereunder shall not operate as a waiver of any of those rights. THE LAWS OF THE STATE OF WASHINGTON WILL GOVERN THIS AGREEMENT AND ALL TRANSACTIONS HEREUNDER AS TO INTERPRETATION, ENFORCEMENT, VALIDITY, CONSTRUCTION, EFFECT AND IN ALL OTHER RESPECTS; PROVIDED, HOWEVER, THAT THE FEDERAL ARBITRATION ACT ("FAA"), TO THE EXTENT INCONSISTENT, WILL SUPERSEDE THE LAWS OF SUCH STATE AND GOVERN. This Agreement concerns transactions involving commerce among the several states. The arbitrators will not be empowered to award punitive damages. The agreement to arbitrate will survive termination of this Agreement. IF THIS AGREEMENT IS FOUND TO BE NOT SUBJECT TO ARBITRATION, EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS LOCATED WITHIN SUCH STATE AND AGREES THAT ALL LEGAL PROCEEDINGS WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

THIS CONTRACT CONTAINS BINDING ARBITRATION, JURY WAIVER AND PUNITIVE DAMAGE WAIVER PROVISIONS.



*Carla Dee Little*  
Notary Public  
My commission expires 10-30-2001

On the 5 day of August, 1998, before me personally came Anna Wohler, Branch Manager of DEUTSCHE FINANCIAL SERVICES CORPORATION and who executed the foregoing instrument and acknowledged to me that they did so as their free and voluntary act on behalf of the corporation thereunto duly authorized.

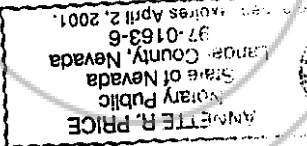
STATE OF Washington )  
COUNTY OF King )  
ss. )

By: *[Signature]*  
Title: Branch Manager  
DEUTSCHE FINANCIAL SERVICES CORPORATION

ACKNOWLEDGED AND AGREED

On the 27 day of July, 1998, before me personally came John Gentry, personally known to me to be the John Gentry of their free and voluntary act on behalf of the corporation thereunto duly authorized.

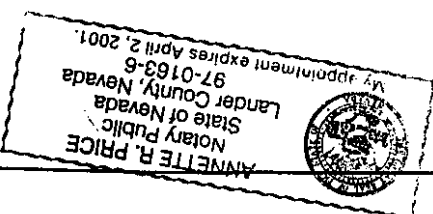
STATE OF Nevada )  
COUNTY OF Elko )  
ss. )



*Annette R. Price*  
Notary Public

On the 27 day of July, 1998, before me personally came John Gentry, personally known to me to be the John Gentry of their free and voluntary act on behalf of the corporation thereunto duly authorized.

STATE OF Nevada )  
COUNTY OF Elko )  
ss. )

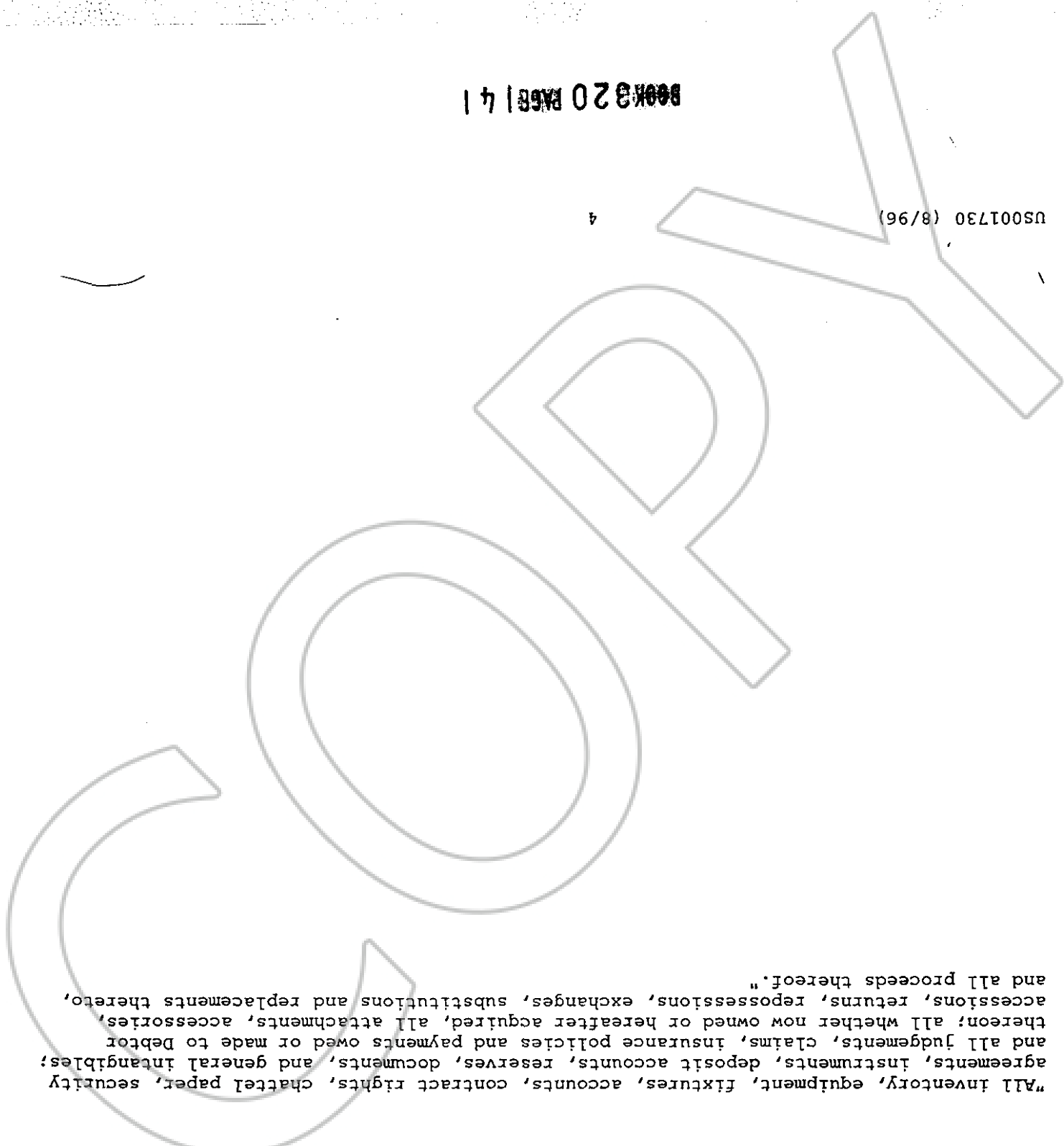


Secured Party has a security interest in manufactured housing, for serial #9297, which have or will be installed on real estate owned by: Ruby Hill Ranch, LLC, which is described as follows:

Parcel A1, Lot 3 of that certain Parcel Map for John A. Gourley of the first Division of Parcel "A" of the Division of Land into Large Parcels, which parcels are located within Section 21, Township 20 North, Range 53 East, MDB&M, Eureka County, Nevada which Parcel Map was filed in the Eureka County Recorder's Office, Eureka County, Nevada, on November 6, 1996, under file No. 165021.

Together with any and all buildings and improvements situate thereon.

"All inventory, equipment, fixtures, accounts, contract rights, chattel paper, security agreements, instruments, deposit accounts, reserves, documents, and general intangibles; and all judgments, claims, insurance policies and payments owed or made to Debtor thereon; all whether now owned or hereafter acquired, all attachments, accessories, acccessions, returns, repossessions, exchanges, substitutions and replacements thereto, and all proceeds thereof."



US001730 (8/96)

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