

ASSUMPTION AGREEMENT

WHEREAS, InterWest National Bank of Nevada, now known as InterWest Bank loaned H & S Construction, Inc., the sum of Three Hundred Fifty Thousand (\$350,000.00) evidenced by a Promissory Note date January 10, 1995 and a Deed of Trust dated January 10, 1995 and recorded on January 11, 1995, in Book 0195, Page 1515 as Document No. 354189 in Douglas County Records, and,

WHEREAS, H & S Construction, Inc., desires to convey the properties described in Exhibit "A" attached hereto and made of part of, to the undersigned, Martin L. Stahl, who desires to assume and agrees to pay said indebtedness and perform all the obligations under said loan, and InterWest Bank is willing to consent to the transfer of title and assumption of indebtedness.

THEREFORE, in consideration of the mutual covenants and agreements herein contained it is hereby agreed as follows:

1. InterWest Bank does hereby consent to the conveyance of said properties, as described in Exhibit "A" attached hereto and made a part of, by the aforesaid assumption agreement. H & S Construction, Inc. and Randall S. Harris, individually, is hereby released from any future liability for all sums due on said Promissory Note and Deed of Trust, and all related charges as provided therein.

2. Martin L. Stahl, hereby assumes and agrees to pay loan indebtedness evidenced by said Promissory Note and Deed of Trust, and to perform all of the obligations provided therein, it being agreed and understood that, as of this date, the indebtedness is unpaid principal of THREE HUNDRED FORTY THOUSAND ONE HUNDRED TWENTY-EIGHT AND 16/100, (\$340,128.16). It is further agreed that interest shall continue to accrue at a rate 1.5% over the Index from July 15, 1996 with monthly payments of \$3,762.00, including interest beginning August 1, 1996, with all subsequent payments due on the same day of each month thereafter, and the balance of all unpaid principal and unpaid accrued interest due and payable at maturity, August 1, 2005. The independent index is the Bank of America's Prime rate, (the Index).

3. Martin L. Stahl, hereby agrees, except for the modifications above stated, that the original terms of the note shall remain in full force and unchanged, including, but not

limited to, all rights included in the Deed of Trust dated January 10, 1995, which are incorporated herein and fully ratified.

This assumption by said Martin L. Stahl, is joint and several and shall bind him, his heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto executed this instrument the 17th day of July, 1996.

H & S Construction

BY: *RS Harris*
Randall S. Harris, President

BY: *Martin L. Stahl*
Martin L. Stahl, Sec./Treas.

BY: *Martin L. Stahl*
Martin L. Stahl, individual

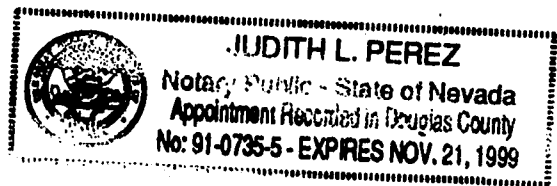
InterWest Bank

BY: *Ken Achurra*
Ken Achurra, Vice President

State of Nevada
County of Douglas

This instrument was acknowledge before me on July 17, 1996 by Randall S. Harris, as President and Martin L. Stahl, as Secretary/Treasurer of H & S Construction, Inc. ~~AS~~ INDIVIDUAL.

Judith L. Perez



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State of Nevada
County of Douglas

This instrument was acknowledge before me on July 17, 1996 by
Martin L. Stahl

Martin L. Stahl

State of Nevada
County of Washoe

This instrument was acknowledge before me on July 15, 1996 by Ken
Achurra, Vice President of InterWest Bank

Mary K. Briscoe



REQUESTED BY
WESTERN TITLE COMPANY, INC.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'96 JUL 17 P4:06

LINDA SLATER
RECORDER

9.00 PAID k2 DEPUTY

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