No. M74972-CA

WHEN RECORDED MAIL TO: WESTERN TITLE-MINDEN-IC DEPT.

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made August 4, 1997, between JAMES KAZEN and YVONNE KAZEN, husband and wife, herein "Trustor", whose address is: 1060 OUT R WAY GARDNERVILLE, NV 89410, WESTERN TITLE COMPANY OF NEVADA, INC., a Nevada Corporation, herein "Trustee", and STONEFIELD, INC., a Nevada Corporation, herein "Beneficiary", whose address is: 164 Hubbard Way, Suite B, Reno, Nevada, 89502.

WITNESSETH: That Trustor hereby grants to Trustee in trust, with power of sale, all interest of Trustor in that certain property situate in the County of Douglas, State of Nevada, more particularly described as follows:

Lot 222 set forth on the Final Map of WILDHORSE UNIT NO. 6, a Planned Unit Development, filed in the office of the County Recorder of Douglas County, State of Nevada, on March 15, 1994, in Book 394, at Page 2741, as Document No. 332336.

TOGETHER WITH, the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect said rents, issues and profits by any lawful means, and to apply the same, less costs and expenses of collection, to any indebtedness secured hereby.

FOR THE PURPOSE OF SECURING: (1) Payment of the principal sum of $37,500.00, according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; and (3) payment of such additional sums which may hereafter be loaned to Trustor by Beneficiary when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

BY THE EXECUTION OF THIS DEED OF TRUST and the note or notes secured hereby, the parties hereto agree that provisions (1) through (15) of the Master Form Deed of Trust recorded November 7, 1996, as Document No. 400487, Official Records, Douglas County, Nevada, are hereby adopted and incorporated herein; that they will observe and perform said provisions; and that the references to property, obligations and parties, in said provisions, shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust. The provisions so adopted and included herein are printed on the reverse side hereof.

If all or any portion of the property described herein is conveyed by makers by deed, contract, execution, instrument, or any other mode or means, voluntarily or involuntarily, not caused by the demise of makers, which will effect, in law or equity, a divestiture of makers' interest or title in said property, then and in that event this note shall accelerate and the entire balance of principal and interest, including guaranteed interest, then unpaid, plus any prepayment penalties, shall forthwith become due and payable without notice or demand.

JAMES KAZEN

YVONNE KAZEN

STATE OF NEVADA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on August 6, 1997, by James Kazen and Yvonne Kazen.

Notary Public

C. ACEVES
Notary Public - State of Nevada
Appointment Recorded in Douglas County
MY APPOINTMENT EXPIRES AUG. 14, 1998

REQUESTED BY
WESTERN TITLE COMPANY, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'97 AUG -6 P12:05

LINDA SLATER
RECORDER
$ 7.00 PAID DEPUTY

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