

39-
✓ JOHN WAHL
BX 253
GARD. NV 89410

Escrow No.

September 16, 1994

\$4,000.00

Minden, Nevada

PROMISSORY NOTE SECURED BY DEED OF TRUST

For value received, undersigned promise to pay to JOHN WAHL, an unmarried man

or order, at any place designated by Beneficiary(s) the sum of ---FOUR THOUSAND AND NO/00THS---(\$4,000.00)---

lawful money of the United States, with interest from NOVEMBER 16, 1994 Dollars, on unpaid balance at the rate of TWELVE (12%) percent per annum; principal and interest payable as follows:

1. Principal and interest payable in installments of \$40.00 or more on the 16th day of each month, beginning on the 16th day of OCTOBER 1994, and continuing until the 16th day of SEPTEMBER, 1995, on which day the unpaid balance of said principal sum with the unpaid interest due thereon, shall become due and payable. Each and every payment shall be credited first to the payment of interest then due on the decreasing balance of the principal sum and then to the reduction of the principal sum. MAKER HEREIN RESERVES THE RIGHT OF PREPAYMENT AT ANY TIME AND IN ANY AMOUNT WITHOUT PENALTY.

2. In the event the trustor sells, conveys or alienates the within described real property; or contracts to sell, convey or alienate; or is divested of title in any other manner without the approval of an assumption of this obligation by the beneficiary being first obtained, beneficiary shall have the right to declare the unpaid principal balance due and payable in full, irrespective of the maturity date expressed on the Note secured hereby.

INITIALS
RF WX

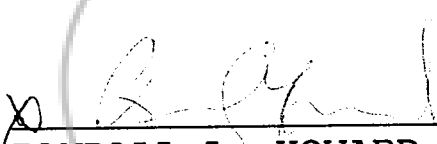
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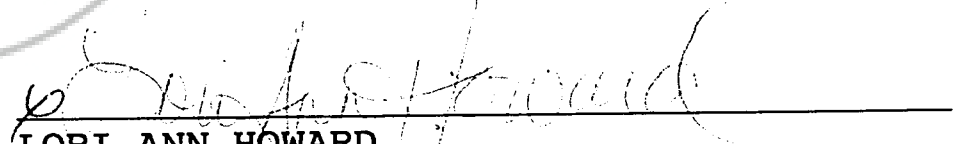
The undersigned promise and agree that in case of default in the payment of any installment of principal and/or interest as provided herein, or in the event of default in the payment of any installment of principal and/or interest on any other promissory note secured by the deed of trust securing payment of this note and described therein, or in case of failure to perform any covenant in the deed of trust securing this note, or in the event of failure to pay any installment of principal and/or interest in accordance with the terms of any note secured by deed of trust having priority over the deed of trust securing this note, or in the event of failure to perform any covenant contained in said prior deed of trust to be performed by the trustor named therein, or in the event that any maker of this note shall make a general assignment for the benefit of creditors or be adjudged a bankrupt, then upon the happening of any one of such events the whole sum of principal and interest which shall then remain unpaid shall become forthwith due and payable although the time of maturity as expressed in this promissory note shall not have arrived. In the event of such default the undersigned agree to pay all costs of collection, including any attorney's fee, in addition to and at the time of the payment of such sum of money and/or the performance of such acts as may be required to cure such default. In the event of foreclosure of the deed of trust securing payment of this note the proceeds from the exercise of power of sale, or the interest in real property derived from said sale, shall be distributed pro rata between the holders of this promissory note and the holders of any other promissory note secured by the deed of trust securing payment of this note, in the event that said proceeds are insufficient to fully pay all obligations secured by said deed of trust.

The undersigned promise and agree that in case any suit or legal or equitable action is instituted to collect this note or any portion thereof, or any interest thereon, to pay all costs and expenses and such additional sum as the Court may adjudge reasonable as an attorney's fee in said suit or action, the same to be included in any judgment obtained on this note.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their heirs, personal representatives, successors and assigns, and all other parties who may become secondarily liable for the payment of the obligation evidenced hereby, such liability to continue in the event that any extension of time for repayment is given to maker, trustor or his successors in interest. This Note is secured by a Deed of Trust of even date herewith, with WESTERN TITLE COMPANY, INC., a Nevada corporation, Trustee.



RANDALL L. HOWARD



LORI ANN HOWARD

DO NOT DESTROY THIS NOTE: When paid, this Note with Deed of Trust securing same, must be surrendered to Trustee for cancellation before reconveyance will be made.

COPY

REQUESTED BY
John Wahl
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'95 JAN 27 P1:34

LINDA SLATER
RECORDER

\$ 9.00 PAID *SL* DEPUTY

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