

1 PROMISSORY NOTE

2  
3 \$165,000.00

Minden, Nevada  
June 30, 1995

4  
5 FOR VALUE RECEIVED, EDNA J. WALKER, (hereinafter  
6 "Promisor"), for herself, and as a sole and separate obligation  
7 for and on behalf of herself, does promise to pay to WILLIAM W.  
8 SECOR and EFFIE J. SECOR, Husband and Wife, (hereinafter  
9 "Promisee"), or their order, the principal sum of ONE HUNDRED  
10 SIXTY-FIVE THOUSAND DOLLARS AND 00/100 CENTS (\$165,000.00) at  
11 3.63% interest, on the terms and provisions of this Promissory  
12 Note.

13 This Promissory Note is secured by Deed of Trust of even  
14 date on real property described therein. Said Deed of Trust is  
15 incorporated herein as Exhibit "A" as if set forth in full.

16 Interest only shall be paid to Promisee at the rate of  
17 FIVE HUNDRED DOLLARS AND N0/100 CENTS (\$500.00) per month made in  
18 lawful money of the United States. Said monthly payment shall  
19 include only interest; the monthly payment being applied to  
20 interest without application to principal.

21 The principal shall be due on demand of Promisee after  
22 provision of thirty (30) days notice to Promisor.

23 Said sum advanced (\$165,000.00) shall also be due,  
24 without demand or notice, at the option of Promisee, if Promisor  
25 shall sell, alienate or encumber the real property described in  
26 Exhibit "A" to the Deed of Trust without prior written consent of  
27 Promisee, or if Promisor shall be divested of her title to the  
28 property in any manner or in any way, whether voluntary or

✓ MICHAEL SMILEY ROWE

Attorney at Law

P. O. Box 2080 • Minden, NV 89423

(702) 782-8141

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MICHAEL SMILEY ROWE  
Attorney at Law  
P. O. Box 2080 • Minden, NV 89423  
(702) 782-8141

1 involuntary, or if Promisor shall fail to timely pay, when due,  
2 the monthly interest only payments herein required.

3 Promisor waives presentment, demand, protest, notice of  
4 dishonor and/or protest and notice of payment.

5 In the event that Promisor meets the conditions  
6 contained herein, and in Exhibit "A", Promisee agrees to pay all  
7 attorney's fees incurred in the preparation of this Note and the  
8 attached Exhibit "A", and related documents, and will not seek to  
9 have Promisor pay to Promisee said amounts.

10 In the event that the Promisor fails to meet any of the  
11 conditions contained herein or in Exhibit "A", the Promisor agrees  
12 to pay all attorney's fees incurred by the Promisee in enforcing  
13 any right of the Promisee. In the event of default, Promisor  
14 promises and agrees to pay all attorney's fees and costs incurred  
15 by the Promisee in the preparation of this Promissory Note, and  
16 the attached Deed of Trust, or for any action taken by Promisee in  
17 enforcing any right or remedy hereunder, or incorporated herein,  
18 and to pay all costs and expenses in such additional sums as a  
19 court of competent jurisdiction may adjudge reasonable as an  
20 attorney's fee and court costs in a suit or action to enforce the  
21 rights and remedies of Promisee; the same to be included in any  
22 judgment obtained on this Note and/or on Exhibit "A" hereto.

23 There shall be no pre-payment penalty assessed upon  
24 Promisor for repaying said amounts, together with interest, prior  
25 to the date when due.

26 / / /

27 / / /

28

1 Effective this 30th day of June, 1995, at Minden,  
2 Nevada, notwithstanding a later date of execution hereof.

3  
4   
5 EDNA J. WALKER

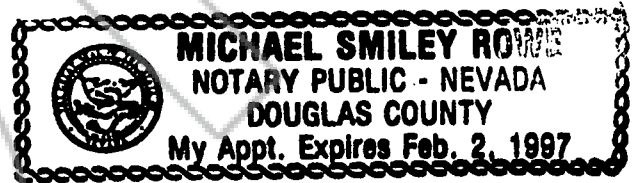
6 A C K N O W L E D G E M E N T

7 STATE OF NEVADA )  
8 ) ss.  
9 COUNTY OF DOUGLAS )

10 On May ~~1995~~, 1996, before me, the undersigned, a Notary  
11 Public in and for said County and State, personally appeared EDNA  
12 J. WALKER known to me to be the person whose name is subscribed to  
13 the within instrument and acknowledged that she executed the same.

14 This instrument was acknowledged  
15 before me on this ~~10th~~ day of May,  
16 1996, by EDNA J. WALKER.

17   
18 NOTARIAL OFFICER



MICHAEL SMILEY ROWE  
Attorney at Law  
P. O. Box 2080 • Minden, NV 89423  
(702) 782-8141

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Order No.: 95010076  
ACCH

EXHIBIT "A"  
LEGAL DESCRIPTION

CONFORMED COPY  
Has not been compared  
to the original

The land referred to herein is situated in the State of Nevada  
County of Douglas, described as follows:

All that certain lot, piece or parcel of land situate lying and  
being a portion of the Northwest 1/4 of the Southwest 1/4 of  
Section 4, Township 12 North, Range 20 East, M.D.B.&M., more  
particularly described as follows:

Beginning at a point whence the 1/4 section corner between  
Sections 4 and 5 in Township 12 North, Range 20 East, M.D.B.&M.,  
bears North 76° 26' West 15 chains and 92 links distance; thence  
running South 5 1/2° East 2 chains and 30 links along a fence  
to the Northerly side of the Public road; thence South 48 1/2°  
East along the Northerly line of said road 4 chains and 75 links  
to the Southeast corner of a field, thence North 1° 41' East  
along a line of fence on the East side of said field, 5 chains  
and 48 links; thence due West 4 chains along a fence to the  
PLACE OF BEGINNING.

Assessors Parcel No. 25-144-02.



REQUESTED BY

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'95 OCT -4 A9:58

LINDA SLATER  
RECORDER 371882

\$ PAID DEPUTY

1005 1100

387669

SCHEDULE A

CLTA PRELIMINARY REPORT

EXHIBIT "BK 0596 PG 2197"

COPY

REQUESTED BY  
Michael Smiley Rowe  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'96 MAY 13 AM 12:26

LINDA SLATER  
RECORDER

\$ 11.00 PAID to DEPUTY

387669  
BK0596PG2198