

**Deed of Trust Note**  
**Secured by Second Deed of Trust**  
**INSTALLMENT NOTE, INTEREST INCLUDED**  
**Pursuant to NRS 99.050-2**

**DO NOT DESTROY OR DO NOT RECORD THIS NOTE**  
*When paid, this note and the Second Deed of Trust must be surrendered to the Trustee with request for reconveyance*

\$ 84,263.23, on this 28th day of APRIL, 19 97, at MINDEN, Nevada

In installments and at the times hereinafter stated, for value received DAVID K. YOCHUM AND TERRI YOCHUM (mis) to pay to SANDRA R. BUSHMAN or order, at 2659 BOYLE, CARSON CITY, NEVADA 89703 the principal sum of \$84,263.23 Dollars, with interest from this 28th day of APRIL, 19 97 on the amounts of principal remaining from time to time unpaid, until said principal sum is paid at the rate of EIGHT (8 %) percent, per annum. Principal and interest due in monthly installments of SIX HUNDRED EIGHTEEN DOLLARS AND THIRTY-TWO CENTS Dollars, (\$ 618.32), or more on the FIRST (1st) day of each and every month, beginning on the FIRST day of JUNE, 19 97, and continuing for THREE-HUNDRED-SIXTY 360 months, and on the FIRST day of JUNE ~~XX~~ 2027 the unpaid balance of principal and interest shall become immediately due and payable.

\_\_\_\_\_ Deed of Trust securing this note contains an acceleration clause.

- (1) In the event the payor(s) herein are in excess of ten (10) days late in the payment of obligations as outlined as outlined herein, a late charge of TEN (\$ 10.00) per month shall be incurred.
- (2) "The undersigned agrees to vacate the property described in the Deed of Trust within ten (10) days in the event of foreclosure and sale by public auction and also agrees to surrender, in its present condition and will be responsible for any malicious damage. Borrower(s) further covenants and agree to Quit the subject premises and to place lender(s) in a peaceful possession in the event of their default in any term or conditions hereof and to bear lender(s) expense in any proceedings to restore possession to them."
- (3) AT ANY TIME, THE PRIVILEGE IS RESERVED TO PAY MORE THAN THE SUM DUE.
- (4) Each payment shall be credited first, on the interest then due; and the remainder on the principal sum; and the interest shall thereupon cease upon the amount so credited on the said principal sum.
- (5) Should default be made in the payment of any of said installments when due, then the whole sum of principal and interest shall become due immediately and payable at the option of the holder(s) of this note.
- (6) Should suit be commenced to collect this note or any portion thereof, such sums as the Court may deem reasonable shall be added hereto as attorney's fee.
- (7) Principal and interest payable in lawful money of the United State of America. This note is Secured by a certain SECOND DEED OF TRUST to \_\_\_\_\_, as TRUSTEE.
- (8) PURSUANT TO NRS 99.050-2 (a), the lender(s) do(es) hereby certify that the lowest prime rate on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_ charged by the three largest United States banking institutions is \_\_\_\_\_.

IN WITNESS WHEREOF, I/We have hereunto set my hand/Our hands this 28<sup>TH</sup> day of APRIL, 19 97

David Yochum  
Signature of Borrower  
David Yochum  
Print or type here

Terri Yochum  
Signature of Borrower  
TERRI YOCHUM  
Print or type name here

0411413

**ALL-PURPOSE ACKNOWLEDGMENT**

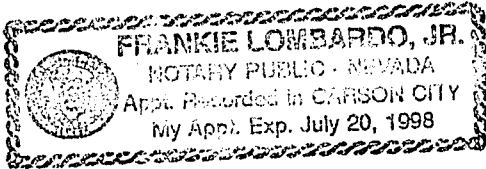
State of NEVADA

County of CARSON CITY

On 4/28/97 before me, FRANKIE LOMBARDO, JR.-NOTARY PUBLIC  
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared DAVID YOCHUM & TERRI YOCHUM  
Name(s) of Signer(s)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Frankie Lombardo, Jr.  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: DEED OF TRUST NOTE

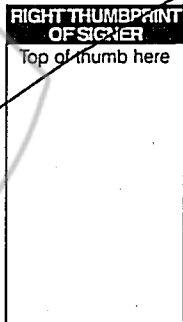
Document Date: 4/28/97 Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

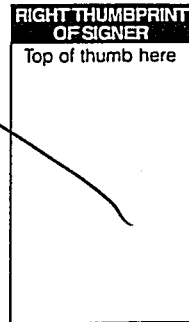
- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

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REQUESTED BY

Terri Yochum

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'97 APR 28 P1:55

0411413

LINDA SLATER  
RECORDER

\$ 9<sup>00</sup> PAID 02 DEPUTY

BK0497PG4316