Return to: Jeannothe Agmilar 1027 Tillman Lane Gordnerville W.V. 89410 PROMISSORY NOTE

\$10,000.00

Incline Village, State of Nevada

This 9 day of Fobr., 1998

For value received, Rudolf Johannes Muehlberg, as Trustee of the Rudolf J. Muehlberg Living Trust dated September 25, 1992, promises to pay to the order of Jeannette V. Aguilar, or in the event of the incapacity or death of Jeannette V. Aguilar, to the order of her daughter, Sherry Ann Hall, the principal sum of Ten Thousand Dollars (\$10,000.) with interest at the rate of Five and one-Half Percent (5.5%) per annum, commencing on the date of execution of this Note, payable in monthly installments of principle and interest in the sum of Three Hundred Fifty Dollars (\$350.), or more, commencing within thirty (30) days of the death or incapacity of either Jeannette V. Aguilar or Rudolf J. Muehlberg, or commencing within one (1) year of the occurrence of the dissolution of the present relationship between Jeannette V. Aguilar and Rudolf J. Muehlberg. Said monthly payments shall continue until paid in full. In the event this Note is unpaid within five years of the date of execution, the interest rate may, upon the written agreement of both parties, be increased in accordance with a corresponding increase in the national prime interest rate.

The maker reserves the right to prepay all or any part of the principle sum due without penalty, but with interest to the date of payment. Any sums prepaid shall be first applied to accrued interest on the principle sum then unpaid.

The holder shall not by any act or omission or commission be deemed to have waived any of the rights or remedies hereunder unless such waiver be in writing and signed by the holder, and then only to the extent specifically set forth herein. Waiver of one event shall not be construed as continuing or as bar to or waiver of such right or remedy in subsequent events.

The holder of this Note may accelerate this Note, that is, declare the entire unpaid balance due and payable, upon (1) failure to pay when due any installment of principle or interest due hereunder, (2) any default by Trustor of the Deed of Trust securing this Note, (3) any default by the obligor under any obligation secured by a Deed of Trust having priority over the Deed of Trust securing this Note, (4) any default by Trustor under such prior Deed of Trust, or (5) the insolvency of any maker, or any guarantor, if any, of this Note. Protest is waived.

The make promises to pay all costs and expenses incurred by the holder in enforcing collection of this Note, including reasonable attorney's fees, and, if action is instituted to collect this Note or any portion thereof or any interest therein, the undersigned promises and agrees to pay, in addition to the costs and disbursements provided by statute, such additional sums as the Court may adjudge reasonable for attorney's fees to be allowed in such action.

This instrument and the promises herein contained shall be construed in all their aspects according to the laws of the State of Nevada.

The singular herein includes the plural, the plural the singular, and the use of any gender includes all other genders.

The payment of this Note is secured by a Deed of Trust executed concurrently, In the event the real property described in said Deed of Trust, or any part thereof or any interest therein, legal or

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equitable, is sold, conveyed or alienated by Trustor, or by operation of law, or otherwise transferred all obligations due hereunder and secured by said Deed of Trust, irrespective of the maturity dates expresses in this Note, shall immediately become due and payable at the option of the holder thereof.

In witness whereof, the maker hereof has hereunto set his hand the day and year first above

written.

Rudolf Johannes Mulehlberg, as Trasted of the Rudolf J. Mutchlberg Living Prust dated

September 25, 1992

STATEOFNEVADA

SS.

COUNTY OF DOUGLAS

On this 9 day of February, in the year 1998, before the undersigned, a Notary Public, personally appeared Rudolf Johannes Muehlberg, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same.



IN OFFICIAL RECORDS OF DOUGLAS CO. NEVADA

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