

**ALL-INCLUSIVE PROMISSORY NOTE SECURED BY**  
**LONG FORM ALL-INCLUSIVE DEED OF TRUST**

**\$164,087.00**

Carson City, Nevada  
January 18, 2000

In installments as herein stated, for value received, the undersigned promises to pay to **TAMARA W. KOEPNICK**, a married woman as her sole and separate properly, or order, at 2268 Valencia Way, Sparks, Nevada 89434, the sum of ONE HUNDRED SIXTY FOUR THOUSAND, EIGHTY SEVEN AND 00/100 Dollars with interest from March 6, 2000 on unpaid balance at the rate of EIGHTY AND ONE HALF (8.50) percent per annum; principal and interest payable as follows:

**The sum of \$1,247.39 shall be due on the 6th day of March 2000, and a like sum of \$1,247.39 shall be due on the 6th day of each month thereafter for a total of 83 instalments. On February 6, 2007, all the unpaid principal and interest shall be due and payable. There shall be no prepayment penalty.**

IF PAYOR SHALL SELL, CONVEY, OR ALIENATE THE PREMISES THAT SECURES THE PAYMENT OF THIS NOTE OR ANY PART THEREOF, OR ANY INTEREST THEREIN, OR SHALL BE DIVESTED OF HIS TITLE OR ANY INTEREST THEREIN IN ANY MANNER, WHETHER VOLUNTARILY OR INVOLUNTARILY, WITHOUT THE PRIOR WRITTEN CONSENT OF PAYEE, OR IF DEFAULT IS MADE IN THE PAYMENT OF ANY PRINCIPAL OR INTEREST PAYABLE UNDER THIS SECURED NOTE OR IN THE PERFORMANCE OF THE COVENANTS OR AGREEMENTS OF THE DEED OF TRUST THAT SECURES THIS NOTE, OR ANY OF THEM, PAYEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO DECLARE THIS INDEBTEDNESS, IRRESPECTIVE OF THE MATURITY DATE SPECIFIED HEREIN, IMMEDIATELY DUE AND PAYABLE.

Principal and interest payable in lawful money of the United States. Each payment shall be credited first to principal; and interest shall cease upon the principal so credited. If any installment (including any balloon installment) is not paid within ten (10) days of its due date, there shall be a late charge of \$25.00.

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 a 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.

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**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**

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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 all-inclusive promissory note is secured by an all-inclusive deed of trust, of even date herewith, with STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation, Trustee.

*Douglas H. Hays*  
DOUGLAS H. HAYS  
7/21/2000

*Wendy A. Hays*  
WENDY A. HAYS  
7/21/00

The undersigned hereby accepts the foregoing All-Inclusive Promissory Note and agrees to perform each and all of the terms thereof on the part of Payee to be performed.

Executed as of the date and place first above written.

**JOYCE HOFFER**  
NOTARY PUBLIC-STATE OF NEVADA  
CARSON CITY  
91-0926-3  
MY APPT EXPIRES JULY 10, 2002

*Tamara W. Koepnick*  
TAMARA W. KOEPNICK

*Joyce Hoffer*  
7/21/00

STATE OF NEVADA )  
                                  ) ss  
COUNTY OF WASHOE )

ON THIS 22 DAY FEBRUARY, 2000  
PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC  
TAMARA W. KOEPNICK  
WHO ACKNOWLEDGED THAT HE EXECUTED THE  
ABOVE INSTRUMENT.

JOANNE HICKS  
COMM. EXP  
NOTARY  
PUBLIC  
MARCH 10, 2003  
STATE OF NEVADA

*Joanne Hicks*  
NOTARY PUBLIC

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REQUESTED BY  
*Douglas Hays*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2000 JUL 24 AM 10: 22

LINDA SLATER  
RECORDER

\$ 8<sup>00</sup> PAID *BH* DEPUTY

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