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DOC # 0746482  
07/02/2009 04:01 PM Deputy: SG

Orig

OFFICIAL RECORD  
Requested By:  
TOWN OF GARDNERVILLE

Douglas County - NV  
Karen Ellison - Recorder

Page: 1 Of 3 Fee: 16.00  
BK-0709 PG- 0426 RPTT: 0.00



✓ WHEN RECORDED MAIL TO:  
Town of Gardnerville  
1407 Highway 395 N  
Gardnerville, NV 89410

COOPER  
Promissory Note Secured by First Deeds of Trust

\$23,038.60

Gardnerville, Nevada  
June 11, 2009

**PROMISSORY NOTE SECURED BY FIRST DEEDS OF TRUST**

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise to pay to THE TOWN OF GARDNERVILLE or order, at 1407 Hwy. 395 Gardnerville NV 89410, the sum of TWENTY THREE THOUSAND THIRTY-EIGHT AND 60/100 DOLLARS (\$23,038.60), with interest from July , 2009 on the unpaid balance at the rate of six and one-quarter percent (6.25%) per annum, principal and interest payable as follows:

Principal and all accrued interest shall be paid in full no later than July 1, 2010.

Principal and interest payable in lawful money of the United States.

The undersigned promises and agrees 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 First Deeds of Trust securing payment of this Note and described therein, or in case of failure to perform any covenant in any First Deeds 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 any Deed of Trust having priority over the First Deeds of Trust securing this Note, or in the event of failure to perform any covenant contained in said prior First Deeds 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 agrees to pay all costs of collection, including attorney's fees, 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 any of the First Deeds 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 First Deeds of Trust securing payment of this Note, in the event that said proceeds are insufficient to fully pay all obligations secured by said First Deeds of Trust.

The undersigned promises and agrees 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 attorney's fees in said suit or action, the same to be included in any judgment obtained on this Note.

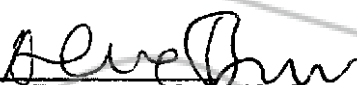
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Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon 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 re-payment is given to maker or his successors in interest. This Note is secured by the First Deeds of Trust of even date herewith, with STEWART TITLE COMPANY, Trustee.

  
Alexander Burga, individually

  
Alex Burga, on behalf of  
Periferial Storage, Inc.  
Its: PERIPHERAL STORAGE