

Assessor's Parcel Number: 1420 -28 -312-002

Recording Requested By:

Name:

Patricia Rogers

Address:

2869 Del Mar Dr.

City/State/Zip

Minden, NV 89423

Real Property Transfer Tax:

\$ \_\_\_\_\_

DOC # **0749059**  
08/17/2009 02:36 PM Deputy: DW  
**OFFICIAL RECORD**  
Requested By:  
PATRICIA ROGERS

Douglas County - NV  
Karen Ellison - Recorder

Page: 1 Of 4 Fee: 17.00  
BK-0809 PG- 3826 RPTT: 0.00



Installment Promissory Note

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

*This cover page must be typed or legibly hand printed.*

## INSTALLMENT PROMISSORY NOTE

\$255,000.00

Date: August 25, 2003

For value received, the undersigned Michael Rogers and Alita Rogers, (collectively, the "Borrower"), at 2865 Del Mar Drive, Minden, Nevada 89423, each as principal, jointly and severally, promise to pay to the order of Darrell Rogers and Patricia Rogers, (collectively, the "Lender"), at 2869 Del Mar Drive, Minden, Nevada 89423, (or at such other place as the Lender may designate in writing) the sum of \$255,000.00 with interest from October 01, 2003, on the unpaid principal at the rate of 5.00% per annum.

The unpaid principal and accrued interest shall be payable in monthly installments of interest only beginning on October 01, 2003, and continuing until September 30, 2033, (the "Due Date"), at which time the remaining unpaid principal and interest shall be due in full.

All payments on this Note shall be applied first in payment of accrued interest and any remainder in payment of principal.

If any payment obligation under this Note is not paid when due, the remaining unpaid principal balance and any accrued interest shall become due immediately at the option of the Lender.

The Borrower reserves the right to prepay this Note (in whole or in part) prior to the Due Date with no prepayment penalty.

If any payment obligation under this Note is not paid when due, the Borrower promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

This Note is secured by a Residence 2865 Del Mar Drive Minden, NV. 89423., dated August 25, 2003. The Lender is not required to rely on the above security instrument and the assets secured therein for the payment of this Note in the case of default, but may proceed directly against the Borrower. *See legal exhibit A*

If any of the following events of default occur, this Note and any other obligations of the Borrower to the Lender, shall become due immediately, without demand or notice:

- 1) the failure of the Borrower to pay the principal and any accrued interest in full on or before the Due Date;
- 2) the death of the Borrower or Lender;
- 3) the filing of bankruptcy proceedings involving the Borrower as a debtor;
- 4) the application for the appointment of a receiver for the Borrower;
- 5) the making of a general assignment for the benefit of the Borrower's creditors;
- 6) the insolvency of the Borrower;

7) a misrepresentation by the Borrower to the Lender for the purpose of obtaining or extending credit.

In addition, the Borrower shall be in default if there is a sale, transfer, assignment, or any other disposition of any assets pledged as security for the payment of this Note, or if there is a default in any security agreement which secures this Note.

If any of the above defaults apply to one Borrower, all Borrowers shall be deemed in default of this Note regardless of whether all Borrowers are directly involved in the default.

If any one or more of the provisions of this Note are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

All payments of principal and interest on this Note shall be paid in the legal currency of the United States. The Borrower waives presentment for payment, protest, and notice of protest and nonpayment of this Note.

No renewal or extension of this Note, delay in enforcing any right of the Lender under this Note, or assignment by Lender of this Note shall affect the liability or the obligations of the Borrower. All rights of the Lender under this Note are cumulative and may be exercised concurrently or consecutively at the Lender's option.

This Note shall be construed in accordance with the laws of the State of Nevada.

Signed this 12 day of Sept, 03, at 11:30 A.M.

Borrower:  
Michael Rogers

By: Michael Rogers  
Michael Rogers

Second Borrower:  
Alita Rogers

By: Alita M. M. Rogers  
Alita Rogers

State of Nevada  
County of Carson City

This instrument was acknowledged before me on Sept 12, 2003  
by Michael Rogers & Alita Rogers

Teresa A. Shouppe  
Notary Signature



A.P. No. 1420-28-312-002  
Escrow No. 142-2057845-NMP/JEJ  
R.P.T.T. \$213,000 136.00

*Exhibit A*

WHEN RECORDED MAIL TO:  
Grantee  
1590 Tahoe Circle  
Tracy, CA 95376

MAIL TAX STATEMENT TO:  
Mr. and Mrs. Rogers  
1590 Tahoe Circle  
Tracy, CA 95376

**GRANT, BARGAIN and SALE DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Merrill Construction, Inc., a Nevada Corporation

do(es) hereby GRANT, BARGAIN and SELL to

Michael P. Rogers and Alita M. M. Rogers, husband and wife as joint tenants with right of survivorship

the real property situate in the County of Douglas, State of Nevada, described as follows:

Lot 184 in Block D, as shown on the Final Map #PD99-02-06 for SARATOGA SPRINGS ESTATES UNIT 6, a Planned Unit Development, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on June 28, 2002, in Book 0602, at Page 10142, as Document No. 546028.

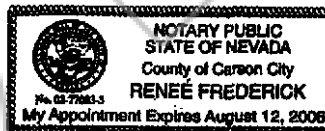
SUBJECT TO Covenants, Conditions, and Restrictions, recorded June 24, 1998 as Document No. 442713 of Official Records, Douglas County, State of Nevada, and any amendments thereto.

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Merrill Construction, Inc.

By: *Bill Merrill*  
Bill Merrill, President

STATE OF NEVADA )  
COUNTY OF Douglas Carson City )



This instrument was acknowledged before me on 3/19/03 by Bill Merrill, President of Merrill Construction, Inc. & D. Gerald Bing, President of Bing Construction of Nevada, Inc.

Renee Frederick 0571739  
Notary Public  
(My commission expires: 8/12/06 00303PG14567)

REQUESTED BY  
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF  
DOUGLAS COUNTY, NEVADA

2003 MAR 28 PM 4: 16

WERNER CHRISTEN  
RECORDER

PAID 14.00 DEPUTY