

16-

Assessor's Parcel Number: _____

Recording Requested By:

Name: Debra Chrystal

✓ Address: 771 Rojo Way

City/State/Zip Gardnerville NV
89460

Real Property Transfer Tax:

DOC # **0759583**
03/03/2010 03:50 PM Deputy: GB
OFFICIAL RECORD
Requested By:
DEBRA CHRYSTAL

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 3 Fee: 16.00
BK-0310 PG- 928 RPTT: 0.00



\$ _____

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.

Promissory Note

On this date of September 26th, 2007, in return for valuable consideration received, the undersigned borrower[s] jointly and severally promise to pay to Debra Chrystal, the "Lender", the sum of \$9077.15 dollars, together with interest thereon at the rate of five percent 5% per annum.

Terms of Repayment: This loan shall be repaid under the following terms: All payments shall be first applied to interest and the balance to principal.

Terms of Repayment (Periodic Payment): Starting on September 26th, 2007 and continuing until January 1st, 2010 the principal balance and interest will accrue on the loan at 5% annum and will reach a total of \$9644.47, which will include principal and interest for the 15-month duration.

Terms of Repayment (Balloon): Starting on January 1st 2010 and continuing thereafter from month to month until the date of December 1st, 2014, the borrowers shall make payments of interest and principal in the amount of \$182.00. On January 1st, 2015, final payment is due in the amount of \$182.00.

Payable On Demand: The entire unpaid principal and accrued interest thereon, if any, shall become immediately due and payable on demand by the holder of this Note.

Late Fees: In the event that a payment due under this Note is not made within ten (10) days of the time set forth herein, the Borrower shall pay an additional late fee in the amount of \$50.00.

Place of Payment - all payments due under this note shall be made at 771 Rojo Way, Gardnerville, NV 89460, or at such other place as the holder of this Note may designate in writing.

Prepayment - This Note may be prepaid in whole or in part at any time without premium or penalty. All prepayments shall first be applied to interest, and then to principal payments in the order of their maturity.

Default - In the event of default, the borrower[s] agree to pay all costs and expenses incurred by the Lender, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this Note) should collection be referred to a collection agency.

Acceleration of Debt - In the event that the borrower[s] fail to make any payment due under the terms of this Note, or breach any condition relating to any security, security agreement, note, mortgage or lien granted as collateral security for this Note, seeks relief under the Bankruptcy Code, or suffers an involuntary petition in bankruptcy or

receivership not vacated within thirty (30) days, the entire balance of this Note and any interest accrued thereon shall be immediately due and payable to the holder of this Note.

Joint and Several Liability - All borrowers identified in this Note shall be jointly and severally liable for any debts secured by this Note.

Modification - No modification or waiver of any of the terms of this Agreement shall be allowed unless by written agreement signed by both parties. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

Transfer of the Note - The borrowers hereby waive any notice of the transfer of this Note by the Lender or by any subsequent holder of this Note, agree to remain bound by the terms of this Note subsequent to any transfer, and agree that the terms of this Note may be fully enforced by any subsequent holder of this Note.

Severability of Provisions - In the event that any portion of this Note is deemed unenforceable, all other provisions of this Note shall remain in full force and effect.

Choice of Law - All terms and conditions of this Note shall be interpreted under the laws of The State of Nevada.

Signed Under Penalty of Perjury, this 28th day of May, 2009,

Anthony R. Ciuta
Borrower(s)

Signed in the presence of:

[Signature]
Witness