APN# 1219-10-002-062 06/30/2010 02:56 PM OFFICIAL RECORD Recording Requested by: Requested By: Name: Kreitlein Law Group, Ltd. KREITLEIN LAW GROUP Address: 470 E. Plumb Lane, Suite 310 Douglas County - NV City/State/Zip: Reno, NV 89502 Karen Ellison - Recorder 3 Page: ŌΕ Fee: When Recorded Mail to: BK-0610 PG- 6336 RPTT: Name: Philip L. Kreitlein, Esq. Address: 470 E. Plumb Lane, Suite 310 City/State/Zip: Reno, NV 89502 PROMISSORY NOTE **Affirmation Statement:** X I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons. - OR I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the personal information of a person or persons as required by law : NRS 17.150. Attorney for Kathy Bigelow Title Philip L. Kreitlein, Esq Printed Name This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

(Additional recording fee applies)

This cover page must be typed or printed in black ink.

16.00

0.00

## **PROMISSORY NOTE**

\$ 42,115.00

The day of \_\_\_\_\_, 2010 Minden, Nevada

FOR VALUE RECEIVED, the undersigned Maker, MARSHA L. TOMERLIN (hereinafter "Maker"), promises to pay to Holder, KATHY BIGELOW (hereinafter "Holder") or order, at Douglas County, Nevada the sum of FORTY TWO THOUSAND ONE HUNDRED FIFTEEN and 00/100 (\$42,115.00) DOLLARS, in lawful money, together with interest thereon at the legal rate of SIX PERCENT (6%) per annum on the deferred balances from the date hereof until paid in full; said principal sum, together with accrued interest, shall be payable as follows: three initial monthly payments in the amount of TWO HUNDRED and 00/100 (\$200.00) DOLLARS are due on or before the 15th of each month beginning June15, 2010; thereafter, a balloon payment of FIVE THOUSAND 00/100 (\$5,000.00) DOLLARS is due on or before August 15, 2010. Thereafter, monthly payments in the amount of ONE THOUSAND and 00/100 (\$1,000.00) DOLLARS, will be due on or before the 15th of each month beginning September 15, 2010, until the entire Judgment amount, including any accrued interest, is paid in full.

Maker reserves the right to prepay principal and interest at any time.

In the event of failure to perform any of the covenants, terms or provisions of this Promissory Note, or in the event of failure to pay interest and/or principal in accordance with the terms of this Note, or in the event that Maker shall make a general assignment for the benefit of creditors, then, upon the happening of such event or events, the whole sum of principal and interest of the within Note which shall then remain unpaid, shall forthwith become due and payable at the option of the Holder hereof, although the time of maturity as expressed in this Promissory Note shall not have arrived.

If default be made in the payment of this note, and collection efforts are required, the Maker promises to pay the reasonable charges of such collection whether an attorney is hired or said efforts are made through a collection agency and whether made with or without suit.

Maker hereby waives presentment for payment, notice of dishonor, protest and notice of protest, and of non-payment of this Note, and all defenses on the ground of any extension of time of payment that may be given by the Holder hereof to them or any of them.

This Promissory Note is secured by Maker's Deed of Trust, of real property which is located at 261 Sierra Country Circle, Gardnerville, NV, Parcel No. 1219-10-002-062, which Deed of Trust will be held by Holder pending final payment hereunder. In the event of a default of this Note, Maker shall forfeit all right, title and interest in said real property.

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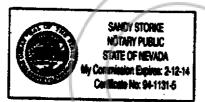
"Maker"

MARSHA L. TOMERLIN

STATE OF NEVADA ) ss. COUNTY OF DOUGLAS )

On this <u>//</u> day of <u>JUNE</u>, 2010, before me, the undersigned, a Notary Public in and for the above county and state, personally appeared MARSHA L. TOMERLIN, known to me to be the person described herein and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.



NOTARY/PUBLIC