

APN# _____

Recording Requested by/Mail to:

Name: Robert Herrera
Address: 198 Pine Ridge Dr
City/State/Zip: Stateline, NV 89449



KAREN ELLISON, RECORDER

Mail Tax Statements to:

Name: _____

Address: _____

City/State/Zip: _____

Promissory Note

Title of Document (required)

----- (Only use if applicable) -----

The undersigned hereby affirms that the document submitted for recording
DOES contain personal information as required by law: (check applicable)

Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

Judgment – NRS 17.150(4)

Military Discharge – NRS 419.020(2)

Signature

Printed Name

This document is being (re-)recorded to correct document # _____, and is correcting

SECURED PROMISSORY NOTE

\$28,000.00

Date: April 03, 2018

For value received, the undersigned Pacific Marble and Granite (the "Borrower"), at 1091 Airport Rd., Minden, Nevada 89423, promises to pay to the order of Robert Herrera (the "Lender"), at 198 Pineridge Dr., Stateline, Nevada 89449 (or at such other place as the Lender may designate in writing), the sum of \$28,000.00 with interest from April 03, 2018, on the unpaid principal at the rate of 15% per annum.

I. TERMS OF REPAYMENT

A. Payments

Unpaid principal after the Due Date shown below shall accrue interest at a rate of 20% annually until paid.

The unpaid principal and accrued interest shall be payable in full on July 31, 2018 (the "Due Date").

B. Application of Payments

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

C. Discount

If the principal and accrued interest are paid in full on or before 0, the Borrower shall be entitled to a discount equal to 0% of the unpaid principal immediately prior to such payment.

D. Acceleration of Debt

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.

II. SECURITY

This Note is secured by personal property in a inventory. The Lender is not required to rely on the above security instrument and the assets secured herein for the payment of this Note in the case of default, but may proceed directly against the Borrower.

III. PREPAYMENT

The Borrower reserves the right to prepay this Note (in whole or in part) prior to the Due Date with no prepayment penalty. Any such prepayment shall be applied against the installments of principal due under this note in the inverse order of their maturity and shall be accompanied by payment of accrued interest on the amount prepaid to the date of prepayment.

IV. COLLECTION COSTS

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.

V. DEFAULT

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 when due;
- 2) the liquidation, dissolution, incompetency or death of the Borrower;
- 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; or
- 8) the sale of a material portion of the business or assets of the Borrower.

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.

VI. SEVERABILITY OF PROVISIONS

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.

VII. MISCELLANEOUS

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 demand of this Note.

No delay in enforcing any right of the Lender under this Note, or assignment by Lender of this Note, or failure to accelerate the debt evidenced hereby by reason of default in the payment of a monthly installment or the acceptance of a past-due installment shall be construed as a waiver of the right of Lender to thereafter insist upon strict compliance with the terms of this Note without notice being given to 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 may not be amended without the written approval of the holder.

VIII. GOVERNING LAW

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

IX. SIGNATURES

This Note shall be signed by Dale Winebarger, on behalf of Pacific Marble and Granite and Robert Herrera.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the date first written above.

Signed this 3rd day of April, 2018, at 198 Pineridge Dr.,
Stameline, NV 89449

Borrower:
Pacific Marble and Granite

By: *Dale Winebarger*
Dale Winebarger

Lender:
Robert Herrera

By: *Robert Herrera*
Robert Herrera

State of Nevada - County of Douglas

Subscribed and sworn to (or affirmed) before me on this

03 day of APRIL, 2018, by

DALE WINEBARGER / ROBERT HERRERA

Personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Jerry P. Blair
Notary Public

