



SHAWNYNE GARREN, RECORDER

APN# 1321-32-001-004

Recording Requested by/Mail to:

Name: Christa Slawson

Address: 211 Linney Spur Rd

City/State/Zip: Bozeman, MT 59718

Mail Tax Statements to:

Name: Randy Slawson

Address: 2381 Juniper Rd

City/State/Zip: Gardnerville, NV 89710

Prmissory 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

Principal amount: \$350,000.00

DATE: 10, 24, 2023

CONSIDERATION: FOR SETTLEMENT OF THE EQUITABLE PROPERTY DIVISION IN THE "JOINT PETITION FOR DIVORCE" FILED IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR WASHOE COUNTY, STATE OF NEVADA, CASE NO. DV23-01529, on October 12, 2023.

I, RANDY SLAWSON (hereinafter "Borrower/Debtor/Maker") promise to pay CHRISTA SLAWSON (hereinafter "Creditor/Holder") the sum of Three Hundred and Fifty Thousand Dollars (\$350,000.00), and interest at the rate of 2.5% per annum on the unpaid balance as specified below.

- 1. Payment Terms:** Repayment shall be made in sixty (60) consecutive monthly installments, consisting of \$2,500.00 per installment on the fifth (5th) day of each consecutive month commencing on December 5, 2023, and continuing in a like manner until the payment of the 60th installment wherein after said payment the remaining balance will be due and payable within 30 days thereafter.
- 2. Default Interest:** Payments not made within ten (10) days of the due date shall be subject to a 5% late charge of the total overdue balance per month, until payment is made. Payments shall be made to such address as may from time to time be designated by any holder.
- 3. Allocation of Payments:** Payments will be applied first to interest and then to principal.
- 4. Prepayment:** This Note may be prepaid by the Borrower at any time in whole or in part without premium or penalty.
- 5. Due on Sale:** If this Note is secured by a Deed of Trust or any other instrument securing repayment of this Note, the property described in such security instruments may not be sold or transferred without the Holder's consent. Upon breach of this provision, Holder may declare all sums due under this Note immediately due and payable, unless prohibited by applicable law.
- 6. Acceleration:** This Note shall, at the option of any holder hereof, be due and payable:

- a. If the Borrower fails to make any installment payment within 30 days of its due date, or fails to comply with any other term of this Promissory Note, the loan will be considered in default.
 - b. If the Debtor causes a senior lien to record a Notice of Default on the real property securing this note, that act shall be deemed a default (breach of any security interest, mortgage, loan agreement secured by the property).
 - c. If the Debtor causes another mortgage debt, or any other lien to affix to the real property securing this note, excepting a line of credit up to \$100,000.00, that will be a default.
 - d. Death, incapacity, dissolution or liquidation of any of the undersigned, or any endorser, guarantor or surety. In the event of the Borrower's death, the unpaid indebtedness remaining on the note shall not be canceled.
 - e. Filing by Borrower of an assignment for the benefit of creditors, bankruptcy or other form of insolvency, or by suffering an involuntary petition in bankruptcy or receivership not vacated within thirty (30) days.
7. **Security:** Borrower agrees that until the principal and interest owed under this Promissory Note are paid in full, this note will be secured by a Deed of Trust executed on this same date on the following real property:

Address: 2381 Juniper Road, Gardnerville, NV 89410


A.P.N. 1321-32-001-009

Legal Description: LOT 4 OF PARCEL MAP FOR THOMAS R. AND ANN WATTS FILED FOR RECORD IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER ON FEBRUARY 12, 1990, IN BOOK 291, PAGE 1153, DOCUMENT NO. 244686 OF OFFICIAL RECORDS.

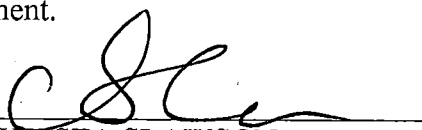
8. **Non-Waiver:** No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and be governed and enforced in accordance with the laws of the State of Nevada.

9. **Attorney's Fees and Costs:** Maker shall pay all costs incurred by Holder in collecting sums due under this Note after a default, including reasonable attorneys' fees, whether or not suit is brought. If Maker or Holder sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.
10. **SEVERABILITY:** If any clause or any other portion of this Note shall be determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other clause or portion of this Note, all of which shall remain in full force and effect.
11. **INTEGRATION:** There are no verbal or other agreements which modify or affect the terms of this Note.
12. **Modification:** This Note may not be modified or amended except by written agreement signed by Maker and Holder.
13. **CONFLICTING TERMS:** In the event of any conflict between the terms of this Note and the terms of any Deed of Trust or other instruments securing payment of this Note, the terms of this Note shall prevail.

IN WITNESS WHEREOF, I set my hand under seal this 24th day of October, 2023, and I acknowledge receipt of a completed copy of this instrument.



RANDY SLAWSON
Borrower/Debtor/Maker



CHRISTA SLAWSON
Creditor/Holder

This promissory note is secured by a Deed of Trust executed on October 11, 2023.

DO NOT DESTROY THIS NOTE

WHEN PAID, this original Note together with the Deed of Trust securing the same, must be surrendered to the Trustee for cancellation and retention before any reconveyance can be processed.