## 56836

## REAMORTIZATION AND ADDITIONAL-LOAN AGREEMENT

Loan 204-042

For Bank Use

In consideration of the making of an additional loam of \$50,993.37 by The Federal Land Bank of Berkeley to the undersigned borrower, it is hereby agreed:

- (1) That said additional loan is evidenced by a promissory note signed by the undersigned borrower, dated November 3, 1972, with interest at 7.75, percent per annum, principal and interest payable as prescribed in said note; and is made as an advance under the terms of and is secured by that certain deed of trust or mortgage recorded in Book 28, page 597-8, of Official Records of the County of Eureka State of Nevada, identified on the records of said Bank under the above loan number.
- (2) That the unmatured principal balance of my existing indebtedness in the amount of \$4,006.63 , secured by said deed of trust or mortgage, and payable to said bank on the date hereof, prior to the making of said additional loan, together with the indebtedness evidenced by the promissory note evidencing said additional loan, shall be and are hereby reamortized, and the undersigned borrower, jointly and severally, agrees to pay the total amount of \$55,000.00 together with interest thereon and on the reduced balances thereof, at 7.75 percent per annum, to said Bank at its office in Berkeley, California, in installments as follows: on June 1, 1973

all interest then accrued on said principal sum, and every twelve months thereafter, principal and interest in consecutive installments of \$ 5,498.06 each; provided, however, that when the unpaid balance of principal has been reduced so that the next installment of principal and interest will be less than the amount of one full installment, I will pay such balance with interest as the final installment; provided, that on the third anniversary of the first interest payment, and at 3-year intervals thereafter, the rate of interest on the remaining balances shall be adjusted and shall be the new-loan contract interest rate in effect at the time of adjustment, and all installments which become due thereafter shall include interest at the adjusted rate. Upon any adjustment in the rate of interest, the principal portion of the installments of principal and interest shall be increased or decreased so that the indebtedness will be paid within the remaining term of the loan.

- (3) That if any payment of principal or interest herein provided for and any money that may be expended by and repayable to the Bank under the terms of the note(s) and the deed of trust or mortgage securing the loan are not paid when due, then such payment and said sums so expended shall draw simple interest at the rate of 10 percent per annum from the date of such default until paid; provided, that at the time of any adjustment in the interest rate on unpaid principal, the rate of interest charged on amounts in default shall likewise be adjusted to the rate then being charged on amounts which are not paid when due.
- (4) Each of the undersigned not already personally liable hereby assumes said deed of trust or mortgage and agrees to pay the related indebtedness.
- (5) In all appropriate instances hereinabove the singular shall include the plural.

THE FEDERAL LAND BANK OF BERKELEY

By Cocco Secretary

SEAL.

Borrower

Borrower

Borrower

Borrower

Borrower

Borrower

Borrower

Form 1232-E (Rev. 1-72) FLB Berkeley - Reamortization and Additional-Loan Agreement
Advance at Current Interest Rate

ROOK 44 PAGE 098

	STATE OF CALIFORNIA )  ""  ) 55.  County of Alameda  )	
		me, the undersigned; a notary public ppeared Jack A. Cline
	known to me to be known secretary  corporation that cverules the within instruction that cverules the within instruction behalf person who executed sald instrument on behalf its bylaws, and ack seleged to me that such	of the rument, and is known to me to be the '' f of said corporation by authority of
	IN WITNESS WHEREOF, I have hereunto set the day and year in this certificate first ab	my hand and affixed my official scal
	OFFICIAL SEAL NONA MCGEE. NOTARY PUBLIC CALIFORNIA ALAMEDA COUNTY	Thra Miller
	My Commission Expires Oct. 13, 1975 Non.	a McGee blic in and for said county and State
	(Seal)  Ny commission will expire: October 13, 1975	
	SEAL.	
	STATE OF NEVADA	
	) ss. County of ELKO )	
	On November 9, 1972 , before personally appeared FIOYD C. SLAGOWSKI and CHARLE	re me, the undersigned notary public, NE S. SLAGOWSKI
	the signer of the within instrument, known to who executed the same, and acknowledged to me to free ect and deed.	
	IN WITNESS WHEREOF, 1 have hereunto set the day and year in this certificate first ab	
		H. Joh b
	Elko	blic in and for the County of , State of Nevada
	Residence	
	My commission will expire:	
<b>1</b>		
	Form 1103 (Rev. 2-72) FLB Berkeley - Notaria	1 Acknowledgment
	RECORDED AT THE REQUEST OF First American Title Co.	Of Nevada
	soot 44 of OFFICIAL RECORDS, page 98-99 RECORDS	. ■ CF
	File Na. 56836 Fin 84.00 Record	44
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PAGE

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