

FEDERAL LAND BANK OF BERKELEY
REAMORTIZATION AND
ADDITIONAL-LOAN AGREEMENT

For Bank Use

58171

Loan 207-133

In consideration of the making of an additional loan of \$27,263.56 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 December 18, 1973, payable with interest at the rate of 7.5 percent per annum, 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, pages 415-417, #49033 of Official Records, Eureka County, Nevada.

(2) That the unmaturred balance of my existing indebtedness in the amount of \$18,736.44, payable to the said bank, evidenced by a promissory note or notes of earlier date, and secured by the above-referred-to deed of trust or mortgage, together with the indebtedness evidenced by the promissory note given for said additional loan, shall be and hereby is reamortized, and the undersigned borrower, jointly and severally, agrees to pay the total amount of \$46,000.00, together with interest thereon or on the reduced balances thereof, to said bank at its office in Berkeley, California, in installments as follows:

On December 1, 1974 \$745.61 and all interest then accrued on \$18,736.44 at 7.0 percent per annum and \$629.57 and all interest then accrued on \$27,263.56 at 7.5 percent per annum; on December 1, 1975, and every 12 months thereafter, to and including December 1, 1977, consecutive installments of \$2,057.16 each, consisting of principal and interest accrued on \$18,736.44 or the unpaid balances thereof at 7.0 percent per annum, and consecutive installments of \$2,674.34 each, consisting of principal and interest accrued on \$27,263.56 or the unpaid balances thereof at 7.5 percent per annum; on December 1, 1978, and every 12 months thereafter, until all principal and interest shall have been paid in full, consecutive installments of \$4,361.81 each, consisting of principal and interest accrued on the unpaid principal balances at the new-loan contract interest rate in effect on December 1, 1977.

(3) That the rates of interest accrual recited in paragraph (2) above are subject to change. At such time as the new-loan interest rate of the Federal Land Bank of Berkeley is either increased or decreased, the interest accrual on the indebtedness evidenced by the above-referred-to notes will be adjusted to the then effective new-loan rate; provided however that the rate of interest accrual on that portion of the indebtedness bearing the lesser interest rate will not be increased prior to December 1, 1977. 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.

(4) That the borrower shall have the privilege of paying in advance the entire principal or any number of extra installments of principal or any portion thereof; provided that all additional principal payments that may be made shall be applied first on the portion of the indebtedness bearing interest at the lower rate. Such additional payments on principal shall not operate to reduce or extend thereafter the payments herein contracted to be made but shall operate only to discharge the loan at an earlier date.

(5) That if any payment of principal or interest herein provided for is not paid when due, then such payment shall draw simple interest at the rate of 10 percent per annum from the date of such default until paid; provided that at such time as the interest rate on the unmaturred principal portion of the indebtedness is adjusted, the rate of interest accrual on items in default may likewise be adjusted and shall be the default interest rate in effect for new loans at that time.

(6) Each of the undersigned not already personally liable hereby assumes said deed of trust or mortgage and agrees to pay the related indebtedness.

(7) In all appropriate instances hereinabove the singular shall include the plural.

Dated: December 18, 1973

George W. Brown
George W. Brown Borrower

Rita I. Brown
Rita I. Brown Borrower

THE FEDERAL LAND BANK OF BERKELEY

Mauro H. Hilde
Vice President

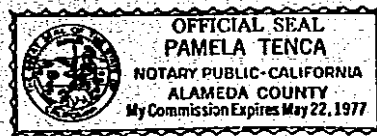


Borrower

STATE OF CALIFORNIA)
) ss
County of Alameda)

On December 18, 1973, before me, the undersigned, a notary public in and for said county and State, personally appeared Maurice E. Ihde known to me to be ~~associated~~ vice president of the corporation that executed the within instrument, and is known to me to be the person who executed said instrument on behalf of said corporation by authority of its bylaws, and acknowledged to me that such corporation executed the same.

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



Pamela Tenca
Pamela Tenca
Notary Public in and for said county and State

(Seal)

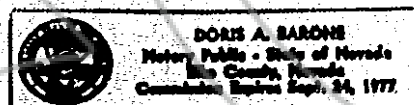
My commission will expire: May 22, 1977

STATE OF NEVADA)
) ss.
County of ELKO)

On December 21st, 1973, before me, the undersigned notary public, personally appeared GEORGE W. BROWN and RITA I. BROWN, his wife

the signers of the within instrument, known to me to be the persons described in and who executed the same, and acknowledged to me that they executed the same as their free act and deed.

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



Doris A. Barone
Notary Public in and for the County of Elko, State of Nevada

(Seal)

My commission will expire:

Residence: RECORDED AT THE REQUEST OF
First American Title Co. of Nev.
on January 4, 1974
at 47 mins. past 3 P. M.
in Book 47 of OFFICIAL
RECORDS, page 174-175
OF EUREKA COUNTY, NEVADA
Recorded by Thelma A. McCarley
Recorder
File No. 58171 Fee \$ 4.00

Form 1103 (Rev. 2-72) FLB Berkeley - Notarial Acknowledgment

FILE NO. 58171