FEDERAL LAND BANK OF SACRAMENTO REAMORTIZATION AGREEMENT

68017

.. . - - •

jajajakitus sitti in sii

Loan 221875-5

In consideration of the making of an additional loan of \$16,687.51 by the Federal Land Bank of Sacramento 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 January 8, 1979 , payable with interest at the rate of 9.0 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 November 2, 1977, in Book 61, page 376 of Official Records, in the County of Eureka, State of Nevada.
- (2) That the unmatured balance of my existing indebtedness in the amount of \$43,312.49 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 \$60,000.00 , together with interest thereon or on the reduced balances thereof, at the rate of 9.0 percent per annum, to said bank at its office in Sacramento, California, in installments as follows: on December 1, 1979, \$1,172.79 plus

all interest then accrued on said principal sum, and every 12 months thereafter, until all principal and interest shall have been paid in full, principal and interest in consecutive installments of \$ 6,572.79 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.

- (3) That the rate of interest accrual recited in paragraph (2) above is subject to change. At such time as the new-loan interest rate of the Federal Land Bank of Sacramento 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. 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. 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 and said sums so expended shall draw simple interest at the rate of 11.0 percent per annum from the date of such default until paid; provided that at such time as the interest rate on the unmatured 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 liability for the herein referred to indebtedness.
- (7) Except as expressly changed hereby, the terms of the notes evidencing the said indebtedness and the covenants and conditions recited in the lien instrument securing the indebtedness shall remain in full force and effect.

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

Date: January 8, 1979

Mary Dam G

Borrower

FEDERAL LAND BANK OF SACRAMSOFO

By

T. M. Mickelsen, Asst. Vice President

Lori' E. Steve

Borrower

Elizabeth Dann

Form 1232-E (Rev. 6-77) FLB Sacramento - Reamortization Agreement

Richard Dann

Borrower

Richard Dann

Borrower

Reamortization Agreement

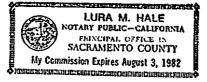
PAGE 467

PAGE 467

PAGE 467

(Increased Loan - Current Interest Rate)

STATE OF CALIFORNIA
County of Sacramento
On January 8, 1979 , before me, the undersigned notary public in
and for said County and State, personally appeared T. M. Mickelsen
known to me to be the <u>Assistant Vice President</u> of the corporation that executed the within instrument, and known to me to be the person who executed said instrument on behalf of said corporation and acknowledged to me that such corporation executed the same pursuant to its bylaws or a resolution of its heard of directors



Notary Public in and for said County and State

STATE OF Nevada	\ \	
County of Elko	\ \	
On April 4, 1979 , t	efore me, the unders	igned, a notary public
in and for said County and State, pe	ersonally appeared	<u>Lori E. Steve. Eli</u> zabeth
Dann, Mary Dann, Carrie Dann	Knight, Clifford	Dann and Richard Dann
known to me to be the person(s) whos	se name <u>s are</u> subsc	ribed to the within
instrument, and acknowledged to me t	hat they executed	the same.

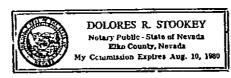
68017

RECORDED AT THE REQUEST OF First American Title Co. of Nevada

on April 5 19 79 at 48 mins part 10 A. M.

in Book 69 of OFFICIAL
RECORDS, page 467-468RECORDS
OF EUREKA COUNTY, NEVADA
WILL A. DePAOLI

Recorder File No. 68017 Fee \$ 4.00 Notary Public in and for said County and State



Form 1325 (6-77) FLB Sacramento - Notarial Acknowledgment - Reamortization and Additional-Loan Agreement

800K 69 PAGE 468