

ORDER NO. _____

PROMISSORY NOTE SECURED BY DEED OF TRUST

\$ 200,000.00

137344

EUROKA, Nevada

JULY 1, 1991

For value received, undersigned promise to pay to Ted R. Carrion and Mary R. Carrion,
husband and wife, as joint tenants.

or order, at _____

the principal sum of Two hundred thousand dollars and zero cents (\$200,000.00)

with interest from the date hereof until paid at the rate of ten (10%) percent per annum;

principal and interest payable as follows:

The sum of Two Thousand Six Hundred Forty Three Dollars and Two cents (\$2,643.02) or more, representing principal and interest commencing on the 1st day of AUGUST, 1991, and continuing monthly thereafter in a like manner until the 31st day of JULY, 2001, at which time the then remaining principal, along with accrued interest to date shall be immediately due and payable.

Each and every payment shall be credited first to payment of interest due on the decreasing balance of the principal sum and then to the reduction of the principal sum.

The Deed of Trust that secures this Note contains an Acceleration Clause and a Due-on-Sale Clause.

There is no Pre-Payment Penalty.

Principal and interest payable in lawful money of the United States. If any installment is not paid within 15 days of its due date, there shall be a late charge of four (4) percent of the installment due.

The undersigned promise and agree that in case of default in the payment of any installment of principal and/or interest as provided herein, or in the event of default in the payment of any installment of principal and/or interest on any promissory note secured by the deed of trust securing payment of this note and described therein, or in case of failure to perform any covenant in the deed of trust securing this note, or in the event of failure to pay any installment of principal and/or interest in accordance with the terms of any note secured by a deed of trust having priority over the deed of trust securing this note, or in the event of failure to perform any covenant contained in said prior deed of trust to be performed by the trustor named therein, or in the event that any maker of this note shall make a general assignment for the benefit of creditors or be adjudged a bankrupt, then upon the happening of any one of such events the whole sum of principal and interest which shall then remain unpaid shall become forthwith due and payable although the time of maturity as expressed in this promissory note shall not have arrived. In the event of such default the undersigned agree to pay all costs of collection, including any attorney's fee, in addition to and at the time of payment of such sum of money and/or the performance of such acts as may be required to cure such default. In the event of foreclosure of the deed of trust securing payment of this note the proceeds from the exercise of power of sale, or the interest in real property derived from said sale, shall be distributed pro rata between the holders of this promissory note and the holders of any other promissory note secured by the deed of trust securing payment of this note, in the event that said proceeds are insufficient to fully pay all obligations secured by said deed of trust.

The undersigned promise and agree that in case any suit or legal or equitable action is instituted to collect this note or any portion thereof, or any interest thereon, to pay all costs and expenses and such additional sum as the Court may adjudge reasonable as an attorney's fee in said suit or action, the same to be included in any judgment obtained on this note.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their heirs, personal representatives, successors and assigns, and all other parties who may become secondarily liable for the payment of the obligation evidenced hereby, such liability to continue in the event that any extension of time for repayment is given to maker, trustor or his successors in interest. This note is secured by a deed of trust of even date herewith, with First Nevada Title Company, a Nevada corporation, Trustee.

Scanned and deposited to before me this [unclear] day of [unclear] 1991

Ronald A. Carrion
RONALD A. CARRION

JOAN SHANGLE
Notary Public - State of Nevada
Appointment Recorded in Esmeralda County
MY APPOINTMENT EXPIRES DEC 20, 1993

DO NOT DESTROY THIS NOTE: When paid, this note with Deed of Trust securing same, must be surrendered to Trustee for cancellation before reconveyance will be made.

BOOK 224 PAGE 185

137314

COPY

BOOK 224 PAGE 186
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Ronald Carrion
'91 JUL 19 04:31

EUREKA COUNTY NO. 1431
M. N. REGALATI, CLERK
FILE NO. FEE \$6.00

137314

BOOK 224 PAGE 186