

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.

Note Secured by Deed of Trust
INSTALLMENT NOTE — INTEREST INCLUDED

No. _____

\$ 25,000.00 Elko, Nevada, August 26, 1985

In installments as herein stated, for value received, undersigned promise to pay to _____

RICHARD GUNKEL, an unmarried man _____, or order, at

* 270 Booth St., Unit "N", Reno, Nevada 89509 _____ the sum of

TWENTY-FIVE THOUSAND AND NO/100 _____ DOLLARS,

with interest from September 1, 1985 _____ on unpaid principal at the

rate of Ten and one-half (10.5%) _____ per cent per annum; principal and interest payable in installments of

TWO HUNDRED FIFTY AND NO/100 _____ Dollars,

or more, on the same _____ day of each _____ and every _____ month, beginning

on the 1st _____ day of October, 1985, and continuing monthly thereafter

until September 1, 1992; from which date interest shall ~~accrue~~ ^{CONTINUE} at the rate of 10.5% ^{True}

per annum on the then unpaid principal balance; beginning October 1, 1992, monthly

payments to ~~increase to~~ ^{REMAIN AT} \$250.00 or more per month, and continue monthly thereafter until

the within note is paid in full. ~~Notwithstanding the above a \$250.00 principal reduction shall be due hereunder upon execution of this note.~~ ^{True} Each payment shall be credited first on accrued interest, remainder on principal; and interest shall thereupon cease upon the principal so credited. Should default be made in payment of any installment of principal or interest or in performance of any obligation contained in the Deed of Trust by which this note is secured, the whole sum of principal and interest shall become immediately due at the option of the holder hereof. Principal and interest payable in lawful money of the United States. If action be instituted in any Court to enforce any obligation secured by such Deed of Trust, undersigned promise to pay such sum as the Court may fix as attorney's fees in said action. This note is secured by a DEED OF TRUST, of even date herewith, to FRONTIER TITLE COMPANY, a Nevada Corporation.

* FIRST INTERSTATE BANK
ACCOUNT # 017-00Y6914

Harlan G. Hiles

Eva J. Hiles

Eva J. Hiles, by Harlan G. Hiles, as

FT - 28 HANES

WE, THE UNDERSIGNED, her Attorney in Fact.
HAVING ASSUMED THIS NOTE PER ATTACHED ASSUMPTION AGREEMENT;
DO HEREBY AGREE BY OUR SIGNATURE TO THE TERMS & CONDITIONS
AS AMENDED, SET FORTH HEREIN; AND INITIALED BY SAID BENEFICIARY

Kolbe K. Klindt 8/7/92
KOLBE K. KLINDT DATE

Judith A. Klindt 8/7/82
JUDITH A. KLINDT DATE

ADDITIONAL TERMS AND CONDITIONS OF THE ABOVE PROMISSORY NOTE:

REFERENCE:

~~Harlan G. Hiles and Eva J. Hiles will make a diligent effort to sell~~ The property which is the security for the within note; ~~and~~ In the event of a sale, all remaining down payment derived from such sale after expenses thereof and closing costs shall be applied to reduce the unpaid principal balance of this note. After such reduction this note and deed of trust securing same shall be fully assumable to a new Buyer at the terms and rate as set forth above. The ~~holder~~ ^{holder} of this note does, however, ~~agree~~ ^{REQUIRE} that the principal reduction as a result of the sale of the property as set forth above shall be at least in the amount of \$3,000.00. ^{True}

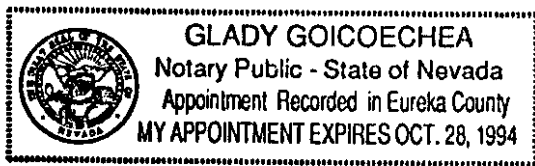
IN THE EVENT OF THE PREMATURE DEATH OF RICHARD M. GUNKEL, SR; HIS HEIRS AND/OR ASSIGNS MAY, WITH REASONABLE NOTICE, CALL THIS NOTE DUE & PAYABLE TO HIS ESTATE. ^{True}

Harlan G. Hiles

Eva J. Hiles by Harlan G. Hiles
Eva J. Hiles, by Harlan G. Hiles, as her Attorney in Fact.

BOOK 237 PAGE 308

Subscribed and Sworn to me this 7th day of August, 1992.



Gladys Goicoechea

COPY

BOOK 237 PAGE 309

ASSUMPTION AGREEMENT

THE UNDERSIGNED, having acquired title to that certain real property described in the Deed of Trust dated August 26, 1985, recorded in the Office of the County Recorder of Eureka County, State of Nevada, on September 4, 1985, in Book 138, Page 288, Official Records, executed by HARLAN G. HILES and EVA J. HILES, husband and wife, to FRONTIER TITLE COMPANY, Trustee, for RICHARD GUNKEL, Beneficiary, which Deed of Trust was given to secure a Promissory Note of even date thereof in the principal sum of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), and having agreed as part of the purchase price for said property to assume and pay the unpaid balance of the indebtedness evidenced by the said Note, and to perform said Deed of Trust, do hereby assume and agree to pay the unpaid principal balance of said Promissory Note in the sum of ~~Twenty-one thousand Seven Hundred Eighty~~ ^{FOURTEEN FIVE} ~~Fifty and no/100--~~ ^{14,508.92} DOLLARS (\$ ~~21,750.00~~ ^{8/31/92}), together with all interest to accrue thereon, ~~from and after the date of close of escrow,~~ ^{from 8/31/85} payments to commence thirty (30) days from close of escrow and to make all payments and perform all of the terms, conditions and covenants of the said Note and Deed of Trust at the times and in the manner therein provided. ^{THE SUM OF 14,508.92 IS THE UNPAID PRINCIPAL BALANCE AS OF AUGUST 31, 1992}

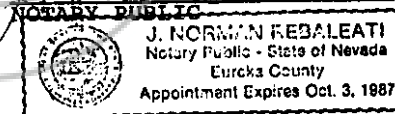
DATED this 26th day of September, 1985.

Kolby K. Klindt
KOLBY K. KLINDT

Judith A. Klindt
JUDITH A. KLINDT

STATE OF NEVADA)
COUNTY OF EUREKA) ss.

On this 26 day of SEPTEMBER, 1985, personally appeared before me, a Notary Public, KOLBY K. KLINDT and JUDITH A. KLINDT, who acknowledged to me that they executed the foregoing instrument.



BOOK 139 PAGE 078

BOOK 237 PAGE 308
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Judith Klindt
92 AUG -7 P3:56

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. 141861
FEE \$ 7.00

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