

165450

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, ALBERT A. AND DEBORAH A. BOZZELLI, husband and wife, hereby promise to pay to the order of JERRY LEE ANDERSON, an unmarried man, the sum of Twenty-Four Thousand Dollars (\$24,000), together with interest from December 1, 1996, on the unpaid principal at the rate of Ten Percent (10%) per annum; principal and interest payable in installments of Two Hundred Fifty-Seven and Ninety-Two cents (\$257.92) or more, on the Fifteenth day of each month, beginning December, 1996, and due and payable in Fifteen (15) years from the first payment. Such payment shall be applied first to the payment of accrued interest and secondly to reduce to principal balance. In the event all or any part of the property secured by the Deed of Trust of even date herewith be sold, conveyed, transferred, or exchanged, then the note secured hereby shall be immediately due and payable at the option of the holder of said note.

Payment of this note is secured by Deed of Trust of even date herewith.

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 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 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 such events the whole sum of principal and interest which shall then remain unpaid shall come forthwith due and payable although the time of maturity as expressed in this Promissory Note shall not have arrived.

The undersigned promise and agree that in case any suit or legal or equitable action, or proceedings to foreclose upon the property given as security for payment of this note, are instituted to collect this note or any portion thereof, or any interest thereon, to pay all costs and expenses in connection therewith including a reasonable attorney's fee.

If one or more of the provisions of this note shall be deemed to be severed from the note, and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, without limiting the generality of the foregoing, any provisions herein to the contrary notwithstanding, holder shall in no event be entitled to receive or collect, nor shall or may amounts received hereunder be credited, so that holder shall be paid, as interest a sum greater than the maximum amount permitted by law. If any construction of this note indicates a different right given to holder to ask for, demand or receive any larger sum, as interest, such is a mistake in calculation or in wording which this clause shall override and control, and proper adjustment shall automatically be made accordingly.

The makers and endorsers severally waive presentment for payment, demand, notice, protest and notice of protest, diligence and nonpayment of this note, and all defenses on the ground of any extension or time of payment that may be given by the holder or holders to them or either of them, and/or other defenses which they or either of them might or could have.


Albert A. Bozzelli


Deborah A. Bozzelli

COPY

BOOK 304 PAGE 158
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Albert A. Bozzelli
96 DEC 16 PM 1:53

EUREKA COUNTY NEVADA
M.N. REGALEATI, RECORDER
FILE NO. FEES 8.00

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BOOK 304 PAGE 159