

PROMISSORY NOTE

2 \$12,000.00 June 24th, 1997

3 FOR VALUE RECEIVED, the undersigned, Bill A. Hunt, hereby

4 promises to pay to the order of E. Larry Potter and Phyllis M. Potter,

5 husband and wife, as joint tenants, the sum of TWELVE THOUSAND DOLLARS

6 (\$12,000.00), together with interest on the sum of EIGHT THOUSAND DOLLARS

7 (\$8,000.00) from September 6th, 1997, on the unpaid principal at

8 the rate of Ten Percent (10%) per annum; principal and interest payable in

9 monthly installments of THREE HUNDRED SEVENTY FIVE AND NO/100'S (\$375.00)

10 or more, on the 6th day of each month, beginning September 6th, 1997

11 with the entire unpaid balance and accrued interest have been on or before

12 two years (2) from the date of the execution of this Note. Such payment

13 shall be applied first to the accrued interest and secondly to reduce the

14 principal balance.

15 Payment of this Note is secured by the Title of the mobile home.

16 In the event the mobile home secured by the Title be sold,

17 conveyed, transferred, or exchanged, then the Note secured hereby shall

18 become immediately due and payable at the option of the holder of said

19 Note.

20 The undersigned promise and agree that in case of default in

21 the payment of any installment of principal and/or interest as provided

22 herein or in case of failure to perform any covenant in the Title securing

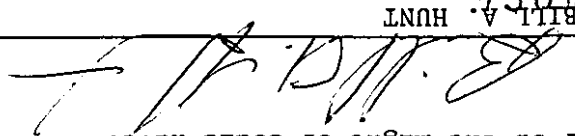
23 this Note, or in the event that any maker of this Note shall make a general

24 assignment for the benefit of creditors or be adjudged a bankrupt, then upon

25 the happening of any one of such events the whole sum of the principal and

26 interest which shall then remain unpaid shall become forthwith due and payable

1 although the time of maturity as expressed in this Promissory Note shall not
 2 have arrived.
 3 The undersigned promise and agree that in case any suit or legal
 4 action, or proceedings to foreclose upon the property given as security for
 5 the payment of this Note, are instituted to collect this Note or any portion
 6 thereof, or any interest thereon, to pay all costs and expenses in connection
 7 therewith including a reasonable attorney's fee.
 8 If one or more of the provisions of this Note shall be deemed
 9 invalid, illegal or unenforceable in any respect, such provision shall be
 10 deemed to be severed from the Note, and the validity, legality and enforce-
 11 ability of the remaining provisions contained herein shall not in any way be
 12 affected or impaired thereby. Without limiting the generality of the fore-
 13 going, any provisions herein to the contrary notwithstanding, holder shall in
 14 no event be entitled to receive or collect, nor shall or may amounts received
 15 hereunder be credited, so that the holder shall be paid, as interest, a sum
 16 greater than the maximum amount permitted by law. If any construction of this
 17 Note indicates a different right given to the holder to ask for, demand or
 18 receive any larger sum, as interest, such as a mistake in calculation or in
 19 wording which this clause shall override and control, and proper adjustment
 20 shall automatically be made accordingly.
 21 The makers and endorsers severally waive presentment for payment
 22 demand, notice, protest and notice of protest, diligence and nonpayment of
 23 this Note, and all defenses on the ground of any extension of time of payment
 24 that may be given by the holder or holders to them or either of them, and/or
 25 any other defenses which they or either of the might or could have.
 26

BOOK 309 PAGE 064
 BILL A. HUNT


BOOK 309 PAGE 65

166959
EUREKA COUNTY NEVADA
M.N. REBALZATI, RECORDER
FILE NO. _____
FEE \$9.00
97 JUN 24 PM 4:48
RECORDED AT THE REQUEST OF
Phyllis Potter
OFFICIAL RECORDS
PAGE 063
BOOK 309

COPY

GLADY GOICOECHEA
Notary Public - State of Nevada
Appointment Recorded in Eureka County
MY APPOINTMENT EXPIRES OCT. 28, 1998



Gladys Goicoechea
NOTARY PUBLIC

On this 24th day of June, 1997 personally appeared before me, a Notary Public, BILL A. HUNT who executed the foregoing PROMISSORY NOTE.

STATE OF NEVADA)
COUNTY OF EUREKA)
SS:
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