

176507

PROMISSORY NOTE

\$56,520.00

June 4, 2001
Eureka, Nevada

FOR VALUE RECEIVED, the undersigned, MYKAL ZOGLEMAN and CHERYL ZOGLEMAN, husband and wife, jointly and severally, promise to pay in lawful money of the United States of America, to the order of DENNIS G. REITH and MARY E. REITH, husband and wife, as joint tenants with rights of survivorship and not as tenants in common, (hereinafter, together with any holder hereof, called the Creditors) the principal sum of FIFTY SIX THOUSAND AND FIVE HUNDRED AND TWENTY DOLLARS (\$56,520.00) bearing interest at the rate of FIVE AND ONE HALF PERCENT (5 1/2%) from September 1, 2001 until paid as follows:

In one hundred and twenty equal installments of \$471.00 per month beginning September 1, 2001 and ending on September 1, 2011 if all payments have been timely paid. Should the obligors elect to pay any balance due any time prior to the date of the last payment due they may do so but promise to pay the entirety of the FIVE AND ONE HALF PERCENT interest referred to above so that the total amount of FIFTY SIX THOUSAND AND FIVE HUNDRED (\$56,520.00) is paid to the creditors regardless of the date of any payoff.

Payments shall be made to Creditors at: P.O. Box 415, Eureka, Nevada 89316, or such other address as may be specified in writing by Creditors and delivered to the makers of this Note.

In the event of default herein, the entire balance of this Note shall immediately become due and payable at the election of the holder hereof, and notice of such election is hereby waived by the undersigned.

The undersigned waives presentment, demand, notice of dishonor, protest, and all other notices whatsoever, and agree that the Creditors may from time to time extend or renew this Note for a period (whether or not longer than the original period of this Note) and grant releases, compromises, or indulgences with respect to this note or any extension or renewal thereof or any security therefor or to any party liable thereunder or hereunder.

No delay on the part of the Creditor in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the same of any right or remedy shall preclude other or further exercise thereof or the exercise of any other

Page 1 of 2 pages

BOOK 34 | PAGE 288

right or remedy.

The undersigned agrees to pay all expenses incurred by the creditors for collection of this Note, including reasonable attorney's fees and legal expenses.

If more than the above named parties shall execute this Note, the term "undersigned" as used herein shall mean all parties signing this Note and each of them, and all such part shall be jointly and severally obligated hereunder.

The obligation evidenced hereby has been made, and this Note has been delivered at Eureka, Nevada and shall be governed by the laws of the State of Nevada. Whenever possible, each provision of this Note shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provisions shall be ineffective, it shall be severed to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Note.

This Note shall be secured by that certain Deed of Trust from the makers of this Note in favor of the creditors named above and the real property is more fully described in said Deed of Trust and in that certain Grant, Bargain, and Sale Deed on this date filed in the office of the County Recorder for the County of Eureka, State of Nevada.

DATED this 4th day of June, 2001.

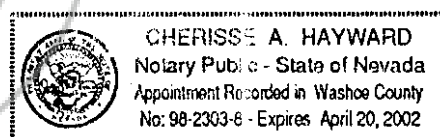

MYKAL ZOGLEMAN


CHERYL ZOGLEMAN

STATE OF NEVADA)
) SS
COUNTY OF EUREKA)

Personally appeared before me, a Notary Public, MYKAL ZOGLEMAN and CHERYL ZOGLEMAN personally known to me (or proved to me) to be the persons whose names are subscribed to the above instrument who acknowledged that they executed the above instrument.


NOTARY PUBLIC



BOOK 341 PAGE 288
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Dennis Reith
01 JUN -4 PM 3:07

EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES *900*

176507

COPY

BOOK 341 PAGE 290