

When Recorded Mail To:
Roger & Shirley Ensley
1128 North 1790 East Circle
St. George, Utah 84770

DOC # 0214039

10/27/2009

01:50 PM

Official Record

Recording requested By
DANIEL GROTH

Eureka County - NV
Mike Rebaleati - Recorder

Fee: \$40.00 Page 1 of 2
RPTT: Recorded By: LLH
Book- 495 Page- 0081



0214039

RE: Parcel Number 007-380-67

Signature of Trustor:

Daniel E. Groth
Daniel Groth

STATE OF Nevada)
)ss
COUNTY OF Eureka)

On the 27 day of October, 2009 Appeared before me Daniel Groth authorized, the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she executed the same.



My Commission expires 7/17/12

Sara G. Simmons
Notary Pub

Residing: Eureka County, NV

TRUST DEED NOTE

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

\$54,000.00

October 1, 2009

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise to pay to the order of Roger Ensley and Shirley Ensley, Trustees of the Ensley Family Trust, dated December 9, 1993 as to 100%

Fifty-Four Thousand Dollars and no Cents DOLLARS \$54,000.00

and principal only, this is a non interest loan, said principal payable as follow:

monthly principal payment in the amount of \$450.00 on the 15th of the month beginning on October 15, 2009, with the loan due in full on or before October 15, 2019.

No Prepayment Penalty.

A late fee of five percent (5.0%) shall be due on any installment not received within Ten (10) days from the date it was due. Each payment shall be applied to the balance to the reduction of principal.

If default occurs in the payment of said installments of principal or any part thereof, or in the performance of any agreement contained in the Trust Deed securing this note, the holder hereof, at its option and without notice or demand may declare the entire principal balance and accrued interest due and payable.

If this note is collected by an attorney after default in payment of principal or interest, either with or without suit, the undersigned, jointly and severally, agree to pay all costs and expenses of collection including a reasonable attorney's fee.

The makers, sureties, guarantors and endorsers hereof severally waive presentment for payment, demand and notice of dishonor and non payment of this note and consent to any and all extension of time, renewals, waivers or modifications that may be granted by holder hereof with respect to the payment or other provisions of this note, and to the release of any security, or any part thereof, with or without substitution.

This note is secured by a Trust Deed of even date herewith:

Terms Accepted By:

Daniel E. Groth
Daniel Groth

October 27-2009
Dated