

Official RecordRecording requested By
JERRY ANDERSONPROMISSORY NOTE

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$15.00

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RPTT:

Recorded By: FES

Book- 554 Page- 0347

34,000.00
9/4, 2013

Eureka, Nevada



0224828

FOR VALUE RECEIVED, the undersigned, Juan Antonio Davila or Magda Lena Davila or Juan Antonio Davila Jr. as a married man and married woman and a single man with rights of survivorship, (hereinafter together with any holder hereof, called the Debtors) promises to pay in lawful money of the United States of America, to the order of JERRY LEE ANDERSON, a single man with rights of survivorship (hereinafter, together with any holder hereof, called the Creditor) the principal sum of THIRTY FOUR THOUSAND (\$34,000.00) bearing interest at the rate of EIGHT PERCENT (8%) from 9/4 2013, until paid as follows:

In one hundred and eighty (180) equal installments of \$324.92 per month beginning 9/4 2013 and ending on 9/4 2028. If all payments have been timely paid. Should the obligors elect to pay any balance due at any time prior to the date of the last payment due prepayment penalty shall not apply if the loan balance is prepaid in whole (100%) or in part (any prepayment of principal over the normal amortization).

Payments shall be made to Creditor at P.O.BOX 87 Eureka, Nevada 89316, or such other address as may be specified in writing by Creditor and delivered to the makers of this Note.

In the event of any 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 grant any releases, compromises, or indulgences with respect to this note or any extension or renewal thereof or any security therefore or to any party liable therefore 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 right or remedy.

The undersigned agrees to pay all expenses incurred by the creditor 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 parties 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 Creditor 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 7 day of 9, 2013

Juan Davila *Magdalena Davila*

STATE OF NEVADA)
) SS
COUNTY OF EUREKA)

Personally appeared before me, a Notary Public, Juan Antonio Davila, Magda Lena Davila and Juan Antonio Davila Jr. who are personally known to me (or who proved to me with competent evidence that they are the persons whose name appears above) and who acknowledged to me that they executed the within Promissory Note consisting of 2 pages in my presence on this 4 day of August, 2013

[Signature]
NOTARY PUBLIC

SARA G. SIMMONS
Notary Public - State of Nevada
Appointment Recorded in Eureka County
No: 97-0349-8 - Expires July 17, 2016

PROMISSORY NOTE
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