

**PROMISSORY NOTE**Eureka County - NV  
Mike Rebaleati - Recorder

Fee: \$15.00

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**Borrower Information:**Jeffrey and Michele Jones  
P.O. Box 179, Eureka, Nevada 89316**Lender Information:**Michael and Heather Mears  
451 N O' Neil Avenue, Eureka, Nevada 89316**AMOUNT:** Fifty-Four Thousand Dollars (\$54000)**DUE DATE:** January 10, 2023**INTEREST:** Five Percent(5%) per annum

For value received, Jeffrey and Michele Jones ("Borrower"), the undersigned, hereby unconditionally promises to pay to the order of Michael and Heather Mears ("Lender") at 451 N O' Neil Avenue, Eureka, Nevada 89316, or at such other address as Lender in writing may direct, without any right of deduction, set-off or abatement whatsoever, the principal sum of Fifty-Four Thousand Dollars (\$54000) (the "Principal"), with interest accrued, at the rate of Five Percent(5%) per annum, to become due and payable on January 10, 2023.

Borrower hereby promises to pay the Principal and the interest accrued to Lender in equal and consecutive monthly instalments in the amount of Five Hundred Seventy-Two and 75/100 Dollars (\$572.75) Dollars per month commencing on January 10, 2014 and each and every tenth day of each month thereafter, with a final payment due and payable on January 10, 2023.

The entire amount of Principal outstanding hereunder and any accrued interest thereon may become due and payable, without notice or demand, in the event of any one or more following events of default:

- (i) Any monthly installment of Principal and interest not paid when due and which remains unpaid for a period of 30 days thereafter; or
- (ii) Any bankruptcy or insolvency proceedings that are brought by or against the undersigned.

Should any amount(s) that become due under this Promissory Note not be paid in full in accordance with its terms and provisions, the Borrower hereby agrees to pay to Lender all reasonable associated costs, fees and expenses (including without limitation, attorney's fees) for the collection of same.

In the event of payment of interest or any other amounts secured by this Promissory Note, upon the bankruptcy or insolvency of the undersigned, upon the filing of a petition in bankruptcy against the undersigned, or upon the making of a proposal in bankruptcy by the undersigned, the whole of the monies (or any part thereof) secured by this Promissory Note remaining unpaid

shall, at the option of the Lender, forthwith become due and payable and all the powers in and by the Promissory Note or by law conferred in case of default shall become exercisable.

The undersigned hereby waives the benefits of division and discussion, demand and presentment for payment, notice of non-payment, protest and notice of protest of this Promissory Note.

No course of dealing between the undersigned and Lender or any delay on the part of Lender in exercising any rights hereunder or waiver of any instance of breach shall operate as a waiver of any rights of Lender. All of the covenants, stipulations, promises and agreements contained in this Promissory Note made by or on behalf of the undersigned shall bind his/her/its heirs, executors, administrators, successors and assigns, whether so expressed or not.

The undersigned may, at any time, without notice, bonus or penalty, prepay or cause to be prepaid the whole or any part of the principal and the interest accrued amount remaining unpaid hereunder. Any payments made in excess of any interest only payment due shall be applied first to any late charges then due and owing, then to any NSF charges then due and owing, then to any interest then due and owing. The remainder of any such excess payment shall then be applied to the principal.

This Promissory Note shall be governed and construed in accordance with the applicable laws of the Nevada.

ANY CHANGE TO THIS AGREEMENT, other than a change in Lender's address, shall be in writing signed by both parties.

DATED: September 15, 2013

*[Handwritten signatures of Jeffrey and Michele Jones]*  
Borrower: Jeffrey and Michele Jones



*[Handwritten signature of Kathy Bacon-Bowling]*