

APN# 00109305

MAIL TAXES TO:

Michael Allen

P.O. Box 974

EUREKA, NEVADA 89316

TITLE PAGE

DOC # 0228890

12/05/2014 03:25 PM

Official Record

Recording requested By  
MICHAEL ALLEN

Eureka County - NV  
Mike Rebaleati - Recorder

Fee: \$43.00

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RPTT: \$156.00

Recorded By: LH

Book- 575 Page- 0415



Promissory Note

DOCUMENT TITLE

Lot 9 Block 57  
Eureka Town Site

Michael Allen

REQUESTED BY

**PROMISSORY NOTE**  
Single Payment

\$40,000.00

October 17, 2014

FOR THE PURCHASE OF -- 51 N. Edwards Street Eureka Nevada 89316, Michael Allen ("Maker") promises to pay to, Annabelle Hull, ("Lender"), the principal sum of Forty thousand dollars and zero/100 (\$40,000.00) (the "Principal Sum"), together with simple interest thereon at a rate of Four Percent (4%) per annum. INTEREST TO BE PAID AT THE RATE OF FOUR HUNDRED TEN DOLLARS AND NO/100 (\$410.00) PER MONTH FOR EACH MONTH UNTIL 11/1/2024. **The first payment is due 11/1/2014.**

**Payments:** The Principal Sum and interest due under this Note shall be paid as follows: payments in arrears, **Due on the 1<sup>st</sup> day of each month.** Payments paid after 5 days after the due date will carry a late payment penalty of \$50.00 or 10% of the payment amount, whichever is greater. The entire note, including interest, penalties (if applicable) and all principal becomes due and payable on or before November 1, 2024

**Prepayment:** Maker may prepay this Promissory Note at any time, in whole or in part, without penalty, **EXCEPT IN THE EVENT THAT THE MAKER PAYS THIS NOTE IN FULL WITHIN 30 CALENDAR DAYS OF ITS ORIGINATION, IN WHICH CASE THE LENDER WILL BE ENTITLED TO A FULL 30 DAYS OF INTEREST, REGARDLESS OF THE NUMBER OF DAYS THAT HAVE ELAPSED FROM LOAN INCEPTION.**

**Application of Payments:** Payments on this Promissory Note will be applied to pay the following in the order stated: (i) costs of collection, if any, (ii) any interest due and payable under this Note and (iii) the unpaid Principal Sum.

**Late Payment Policies.** There will be three (3) levels of attempted collection activity when a Borrower is late tendering a regularly scheduled payment.

On the 10<sup>th</sup> day of delinquency, a letter is generated from Annabelle Hull or a company she assigns detailing the amount of the payment due, plus any late fees. The letter will also detail what further collection actions will be taken if the account is not paid current within 5 business days. This letter is sent via regular U.S. Mail. The Customer will be contacted by telephone to determine when the payment will be made. A fee will be charged in the amount of FIFTY DOLLARS and 00/100 (\$50.00).

On the 31 day of delinquency, the Lender will instruct its Legal Council to file a Notice of Trustee Sale with the County Recorder's Office (or whatever authority accepts such notices in the market specific legal requirements). While the Lender is not specifically required to do so, it may, at its option, attempt to contact the Borrower by telephone to determine when a payment will be made. Borrower understands and acknowledges that once the foreclosure process has been initiated, in addition to late fees due under the note, Borrower will be responsible for the payment of all Foreclosure activity related fees and charges, which may include, but not be limited to Trustee's fees, Legal fees, filing fees and other fees and costs.



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Nothing contained herein shall create an event of Default on the part of the Lender in the event the Lender does not enforce the late payment policies, or any other penalties under this promissory note.

**Insufficient Funds.** If at any time during the term of this Promissory Note, or any Extension thereof, the Maker (Borrower) tenders a check or any form of payment to satisfy any obligation due herein, and in the event that such payment is deemed insufficient, in the case of a check, or rejected, in the case of a wire transfer, then the following will occur:

The Maker will immediately (within 24 hours of notice) tender a cashier's check replacing the NSF check, or, tender a cashier's check in identical amount to the wire transfer that was rejected. From that point forward, Maker agrees that all payments due the Lender will be made in certified funds only.

For each instance when a check tendered by Maker is presented to a financial Institution, and such check is returned unpaid for any reason, Maker agrees to pay to lender a fee of Fifty Dollars (\$50.00) in addition to any other remedies contained herein.

**Events of Default:** Each of the following will constitute an event of default ("Event of Default") under this Promissory Note:

1 Maker's failure to pay the Principal Sum, and/or any Payment due, and/or any accrued interest due under this Promissory Note, and/or any Loan Fee on or before the scheduled payment date, and/or Maturity Date without any requirements of notice from Lender of such failure to pay;

2 Failure to maintain a policy of insurance insuring against loss due to fire or other casualty normally included in an extended policy in an amount not less than the Loan naming Lender as loss payee; and

3 Maker's (i) assignment for the benefit of its creditors, or (ii) application for, consent to or acquiescence in, the appointment of a trustee, receiver or other custodian for Maker, the property of Maker or any part thereof, or in the absence of any application, consent or acquiescence, the appointment of a trustee, receiver or other custodian for Maker or a substantial part of the property of Maker, which appointment is not discharged within forty-five (45) days; or

4 Commencement of any case under Title 11 of the United States Code or any other bankruptcy, re-organization, receivership, custodianship, or similar proceeding under any state or federal law by or against Maker or Trust and, with respect to any such case or proceeding that is involuntary, such case or proceeding is not dismissed within forty-five (45) days of the filing thereof.

5 Cross Default Agreement: In the event Maker (including any entity in which Maker or any guarantor hereunder is a member, partner or shareholder or otherwise holds an interest therein or and member, partner or shareholder or other interest holder of Maker herein) has more than one promissory note with Lender, both Maker and Lender agree that an event of default in the payment or performance under any such promissory note shall constitute a default under this Promissory Note.

**Due on Sale:** In the event the undersigned, or any of them, sells, assigns, encumbers, transfers, grants or conveys any interest in the real property ("Property") legally described in the Deed of Trust securing payment of this Note, or any portion thereof, the remaining outstanding principal balance plus accrued interest shall become due and payable immediately at the option of the holder of this Note. A transfer by real estate contract, the granting of a junior security interest in the Property, vendee's assignment, deed, forfeiture, foreclosure, sheriff's sale, trustee's sale, deed in lieu of any such involuntary sale, and lease with purchase option or for a term in excess of three (3) years shall all be deemed a transfer of an interest in the Property.

**Default Interest Rate:** In the event that a payment hereunder is not made when due, as set forth above, the Principal Sum shall bear interest at a default rate of interest of Thirty percent (30%) per annum from the date the payment was due until the payment is made or the Principal Sum is paid in full in the event of acceleration.

**Acceleration Upon Default:** During the continuance of an Event of Default, Lender may, at its option, without notice, declare the entire unpaid Principal Sum owing by Maker to Lender under this Promissory Note immediately due and payable.

#### **General Provisions.**

1. **Successor and Assigns:** This Note will be binding upon and inure to the benefit of Lender, Maker and their respective successors, assigns, executors, heirs, devisees and beneficiaries.
2. **Modification:** This Note may not be modified except by an instrument in writing and signed by Lender.
3. **Time of Essence:** Time is of the essence with regard to each and every term, condition and obligation of the Maker of this Note.
4. **Non-Waiver:** Failure or delay in exercising any right or portion hereunder given to Lender will not constitute a waiver of any such right or option or waiver of any other right or option under this Note.
5. **Limitation on Interest:** Notwithstanding any provision herein to the contrary, Lender shall never be entitled to receive or collect interest hereunder, nor shall or may amounts received hereunder be credited to interest hereunder, so that Lender shall receive or be paid interest exceeding the maximum amount permitted by applicable law.
6. **Applicable Law:** This Note is governed by the laws of the State of Nevada.
7. **Severability:** If at any time any provision of this Note is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Note will not be affected and such remaining provisions will remain in full force and effect.
8. **Waiver of Maker's Rights.** Maker and any guarantors of this Note hereby expressly



waive demand, presentment for payment, protest, notice of protest and diligence in collection, and consent to the time said payment or any part thereof is to be made and may be extended by the Lender.

9. Costs of Collection: Maker agrees to pay Lender all costs and expenses, including without limitation all reasonable attorney's fees incurred, in the enforcement or collection of this Note or any judgment obtained thereon.

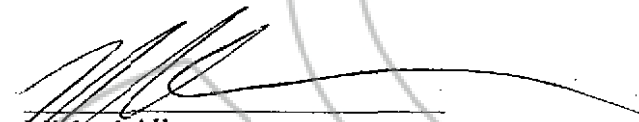
10. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and will be effective upon personal delivery or, if mailed, three (3) days after mailing, by certified or registered mail, return receipt requested, postage prepaid, addressed to Maker as follows (or to such other address as Maker may designate by written notice):

Michael Allen  
P.O. Box 974  
Eureka Nevada 89316

The time of any such notice shall begin to run on the date of the mailing of such notice. For purposes hereof the refusal of certified mail shall constitute receipt.

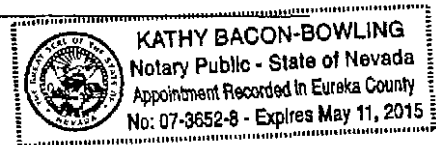
MAKER:  
Michael Allen

By:  
Michael Allen

  
Michael Allen

On this 5 day of Dec, 2014, before me, a Notary Public, personally appeared Michael Allen Attorney-In-Fact, known to me or satisfactorily proven to be the person whose name is subscribed to his instrument and acknowledged that she executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

Notary Public: Kathy Bacon-Bowling  
Notary Expiration Date: May 11, 2015



STATE OF NEVADA  
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)  
a) 00109305  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

2. Type of Property:  
a)  Vacant Land      b)  Single Fam. Res.  
c)  Condo/Twnhse    d)  2-4 Plex  
e)  Apt. Bldg          f)  Comm'l/Ind'l  
g)  Agricultural       h)  Mobile Home  
Other \_\_\_\_\_

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MICHAEL ALLEN

Eureka County - NV

Mike Rebaletti - Recorder

Page 1 of 1      Fee: \$43.00  
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Notes

3. Total Value/Sales Price of Property      \$ \$40,000  
Deed in Lieu of Foreclosure Only (value of property)      ( )  
Transfer Tax Value:      \$ 40,000  
Real Property Transfer Tax Due      \$ \$156.00

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section \_\_\_\_\_  
b. Explain Reason for Exemption: \_\_\_\_\_

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Annabelle Goff Hall      Capacity SELLER

Signature \_\_\_\_\_      Capacity \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION**  
(REQUIRED)

Print Name: ANNABELLE GOFF HALL  
Address: P.O. Box 827  
City: EUREKA NV  
State: NV      Zip: 89316

**BUYER (GRANTEE) INFORMATION**  
(REQUIRED)

Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_      Zip: \_\_\_\_\_

**COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)**

Print Name: \_\_\_\_\_      Escrow #: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_      State: \_\_\_\_\_      Zip: \_\_\_\_\_