

Lincoln County

WHEN RECORDED, MAIL TO:

FIRST SECURITY BANK OF Utah
NATIONAL ASSOCIATION
TIMEWAY DEPARTMENT

57 North Main

Cedar City, Utah

No. 57990

Recorded at the request of First Security Bank of Utah at 1 min past 1. p.m. this 3rd day of May, A.D. 1976, Lincoln County, Nevada, Records.

James H. Simkins County Recorder

SPACE ABOVE THIS LINE FOR RECORDER'S USE

No. _____ April 22, 1976 \$ 1848.84

HOME IMPROVEMENT MORTGAGE NOTE

FOR VALUE RECEIVED, we the undersigned, jointly and severally, promise to PAY TO THE ORDER OF _____ at FIRST SECURITY BANK OF Utah, N.A. at its banking house in _____ the sum of TWO THOUSAND TWO HUNDRED SIXTY NINE & 80/100 DOLLARS.

principal and interest, in lawful money of the United States of America, payable in 36 equal successive monthly installments of Sixty three and 05/100 Dollars each, commencing on the 1st day of June, 19 76, and continuing on the same day of each and every month thereafter until the _____ day of _____, 19 _____.

when the entire balance and principal then unpaid shall become due and payable. The proceeds of the loan evidenced by this Note are to be used only to improve the real property at the address shown below and the amount to be advanced hereunder are conditioned upon evidence submitted to the Bank that such improvements have or will be made. If any installment provided hereunder is in default more than 10 days from the due date thereof, a delinquency charge shall be assessed and shall be immediately payable in the amount of 5% of the amount of the unpaid installment or \$6, whichever is lower, or the deferral charge that would be permitted to defer the unpaid amount of the installment for the period that it is delinquent. Court costs and attorneys fees incurred after default may also be collected. Buyer has the right to pay in advance the unpaid balance of this note and obtain a partial refund based on the rule of 78's, subject to a minimum finance charge of \$5 if the amount financed does not exceed \$75, or \$7.50 when the amount financed exceeds \$75. On the happening of any one or more of the following events (a) the whole or any part of any installment is not paid when due, (b) the death of any of the undersigned, (c) a sale or exchange of the said real property, (d) a petition in bankruptcy is filed by or against any of the undersigned, or (e) the making of a general assignment for the benefit of creditors: the whole of said principal sum and of all unpaid installments thereof, together with all accrued delinquency charges shall forthwith become due and payable at the election of the holder of this Note, of which election notice is hereby waived.

The writing of credit life or accident and health insurance is not a factor in the approval of this extension of credit. By signing below, Maker indicates his desire to have Contract Holder apply for: (check one)
 Credit Life Insurance only at a cost of \$ _____
 Credit Life and Accident & Health Insurance at a cost of \$ _____ for a period of _____ months from the date of this note.

THE FOLLOWING DISCLOSURES ARE MADE IN COMPLIANCE WITH FEDERAL AND STATE LAW. BY SIGNING BELOW, BORROWER ACKNOWLEDGES RECEIPT OF A COPY OF SAID DISCLOSURES.

SALE

Borrower	Date
LOAN	
1. Amount of Loan	\$ _____
2. Credit Life Insurance	\$ _____
3. Credit Life and Accident and Health Insurance	\$ _____
4. Other	\$ _____
5. Amount Financed (1 through 4)	\$ _____
6. FINANCE CHARGE	\$ _____
7. Total of Payments (5 plus 6)	\$ _____
8. ANNUAL PERCENTAGE RATE	_____ %

1. Total Cash Price	\$ _____
2. Less Down Payment	\$ _____
3. Unpaid Balance of Cash Price	\$ _____
4. Sales Tax	\$ _____
5. Credit Life Insurance	\$ _____
6. Credit Life and Accident and Health Insurance	\$ _____
7. Other	\$ _____
8. Unpaid Balance and Amount Financed	\$ _____
9. FINANCE CHARGE	\$ _____
10. Total of Payments (8 plus 9)	\$ _____
11. Deferred Payment Price (10 plus 2)	\$ _____
12. ANNUAL PERCENTAGE RATE	_____ %

The above described sale represents goods or services purchased from _____

To secure the payment of this Note, the maker hereby mortgages to the payee, his (its) successors and assigns, the real property situated at

620 Wadsworth St. Panaca Lincoln Nevada 89042
Street City County State

and more specifically described as follows:

LEGAL DESCRIPTION

Lot 10, Sungold Manor, Unit #1, Panaca, Nevada 89042

PROVIDED that: if the makers shall pay to the payee, his (its) successors or assigns, all sums due as hereinbefore set forth in the said Note, time being of the essence, THEN SAID MORTGAGE SHALL BE VOID, otherwise it shall remain in full force and effect. Upon default, this mortgage may be foreclosed.

James H. Simkins Witness
James Clyde Simkins Maker
Beverly H. Simkins Co-Maker
James Clyde Simkins Initial Last Name
Beverly H. Simkins Initial Last Name

TWO COPIES OF NOTICE OF RIGHT OF RECISSION MUST BE FURNISHED TO BORROWER

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF Utah
COUNTY OF Iron
On the 22 day of April, 19 76 personally appeared before me James Clyde Simkins and Beverly H. Simkins the signers of the within instrument who duly acknowledged to me that they executed the same

Laurie M. Cassdell
Notary Public