

Lincoln County

PROMISSORY NOTE

\$370,000.00

October 1, 1984
Caliente, Nevada

FOR VALUE RECEIVED, we, ROGER HATCH and MINERVA PEARL HATCH, husband and wife, the undersigned, jointly and severally promise to pay to the order of JANE BRADSHAW, formerly JANE WHIPPLE, and KEITH WHIPPLE, Trustees under Trust Agreement dated March 17, 1969, as amended January 30, 1977, at Hiko, Nevada 89017, or wherever payment may be demanded by the holder of this Note, the sum of THREE HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$370,000.00), with interest thereon from the date hereof until paid at the rate of ELEVEN percent (11%) per annum, both principal and interest payable in the following manner:

The sum of \$20,000.00, which amount includes interest, shall be paid on or before December 15, 1984. The remaining unpaid balance of this Note shall be paid in annual installments of \$49,852.11, which amount includes interest, the first of said installments to be paid on or before the 15th day of December, 1985, and a like installment of \$49,852.11, which amount includes interest, shall be paid on or before the 15th day of December of each and every year thereafter until principal and interest have been fully paid.

Each payment shall be applied first to accrued interest and the balance to principal as of the date of payment. Interest shall accrue only upon the unpaid principal balance of this Note remaining from time to time. All payments shall be in lawful money of the United States of America.

The Makers may, at their option, increase the amount of said payments, or may make additional or further payments on the principal balance then due, or may pay in full, at any time, the principal balance then due, all without a penalty or additional charge, save and except only for any interest then due, and any additional payments made shall be credited as of the date of payment, and interest shall accrue only upon the remaining balance of the indebtedness; PROVIDED, HOWEVER, that any such prepayment or additional payment shall not be cumulative, but in all events, each installment payment as hereinabove set forth shall be paid as it becomes due until the sum is paid in full.

The Makers, comakers, endorsers, guarantors, accommodation parties and sureties, jointly and severally, waive presentment, demand of payment, notice of nonpayment, protest and noting of protest, and waive diligence in collecting, and agree that this Note may be renewed or extended from time to time, and that any security herefor may be released or discharged partially or in full and that additional comakers, guarantors, accommodation parties and sureties may become parties hereto, without notice to or the consent of any of them, and without affecting their liability hereon.

If any default or deficiency be made in: (1) the payment of this Note, or any portion or installment hereof; or (2) in the performance of the Deed of Trust or other agreements, documents or instruments, or other lien or encumbrance which secures the payment of this Note; or (3) in the payment and performance of any other

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BOOK 63 PAGE 115

Lincoln County

deed of trust, mortgage, security agreement or other lien or encumbrance or the note or debt secured thereby which is to be paid or performed by the Makers of this Note, which security affects all or any portion of the property which secures the payment of this Note; and such default or deficiency is not cured and made good within thirty-five (35) days in the manner and after the notice specified in NRS 107.080, as in effect on the date of this Note, then, at the option of the holder of this Note, the entire unpaid principal balance hereof, together with all accrued interest and other sums payable hereunder and under the terms of the security herefor shall become immediately due and payable in full, although the time of maturity expressed in this Note shall not have arrived.

The Makers and any endorsers, guarantors, accommodation parties or sureties further agree, jointly and severally, to pay all costs, charges and expenses, including reasonable attorney fees, incurred by the holder of this Note, incident to the collection hereof, or any portion, in the event of default or deficiency in the payment of this Note, or any portion hereof, or in the performance of the Deed of Trust or other security which secures it.

A Deed of Trust of even date secures the payment of the indebtedness evidenced by this Note.

Roger Hatch

ROGER HATCH

Minerva Pearl Hatch

MINERVA PEARL HATCH

31588

No. _____
FILED AND RECORDED AT REQUEST OF
Keith Whipple

November 20, 1984

AT 45 MINUTES PAST 12 O'CLOCK

P. AM IN BOOK 63 OF OFFICIAL

RECORDS, PAGE 115 LINCOLN
COUNTY, NEVADA.

Charles S. Sizer

COUNTY RECORDER

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- 2 -

BGOK 63 PAGE 116