

PROMISSORY NOTE

\$50,000.00

Date: JANUARY 25, 1994

VAN J. CLUFF and MELANIE CLUFF (collectively, the "Promisor") each as principal, jointly and severally, promise to pay to the order of LANE L. & LOUISE CONGER (the "Payee"), at LOGANDALE, NEVADA, (or at such other place as the Payee may direct in writing) the sum of \$50,000.00 with interest from JANUARY 25, 1994, on the unpaid principal at the rate of 3.50 per cent per annum.

The unpaid principal and accrued interest shall be payable in monthly installments of \$399.40, payable on the 25th of each month, beginning on FEBRUARY 25, 1994 and continuing until JANUARY 25, 2007 (the "Due Date"), at which time the remaining unpaid principal and interest shall be due in full. All payments on the note shall be applied first in payment of accrued interest and any remainder in payment of principal.

The Promisor waives presentment for payment, protest, and notice of protest and nonpayment of this Note.

If the Note is not paid by the Due Date, or if an installment is not paid when due, the Promisor promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

The Promisor reserves the right to prepay this Note in whole or in part prior to the Due Date with no prepayment penalty .

If any of the following events of default occur, this note and any other obligations of the Promisor to the Payee, shall become due immediately, without demand or notice: 1) failure of the Promisor to pay the principal and any accrued interest in full on or before the Due Date; 2) death of the Promisors or Payee; 3) filing of a voluntary bankruptcy by the Promisor or an involuntary bankruptcy against the Promisor; 4) application for the appointment of a receiver for, making of a general assignment for the benefit of creditors by, or insolvency of Promisor; 5) misrepresentation by the Promisor to the Payee for the purpose of obtaining or extending credit; 6) sale, transfer, assignment, or any other disposition of any assets pledged as security for the payment of this Note; or 7) the occurrence of any default in any security agreement which secures this Note.

This Note is secured by a DEED OF TRUST , dated FEBRUARY 25, 1994. The Payee is not required to rely on the above security for the payment of the Note in the case of default, but may proceed directly against the Promisor.

No renewal or extension of this Note, delay in enforcing any right of Payee under this Note, or assignment by Payee of this Note shall affect the liability of the Promisor. All rights of the Payee under this Note are cumulative and may be exercised concurrently or consecutively at the Payee's option.

This Note shall be construed in accordance with the laws of the State of NEVADA.

If any one or more of the provisions of this Note are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operational.

All payments of principal and interest on this Note shall be paid in the legal currency of the United States.

Executed this 25th of JANUARY, 1994 at _____

By : *Van J. Cluff*
VAN J. CLUFF

By : *Melanie Cluff*
MELANIE CLUFF

101578

FILED AND RECORDED AT REQUEST OF

Melanie Cluff

March 1, 1994

9 52 MINUTES PAST 9 O'CL AM

IN BOOK 109 OF OFFICE

RECORDS, PAGE 01 LINCOLN

COUNTY, NEVADA.

Yuriko Setzer

By *Julie Boucher* Deputy