PROMISSORY NOTE

\$180,000.00

FOR VALUE RECEIVED, the undesigned, Darien L. Olsen and Sandra K. Olsen promise to pay to the order of Anna M. Medlin, trustee of the Medlin Living Trust for Anna M. Medlin, UAD 07-06-92 the sum of \$180,000.00 together with interest from 2-1-96 on the unpaid principal at the rate of 7% per annum; principal and interest payable in installments of \$1,197.54 on the 5th day of each month, beginning on 2-5-96 and continuing until principal and interest have been paid in full. In the event the undersigned desires to pay more than the monthly payment set forth herein, the same may do so only in a sum equal to the amount of the monthly payment set forth herein. The undersigned may not pay any sums more per month toward the deduction of interest and/or principal without the written consent of the holder of this note. Such payment shall apply first to the accrued interest and secondly to reduce the principal balance.

In the event that payment due under this note is not paid ten (10) days from the due date, the undersigned shall pay the holder of this note, the sum of \$50.00 as and for a late fee in addition to the regular monthly payments which shall be made concurrent with the late monthly payment at the option of the holder of this note.

If one or more of the provisions of this note shall be deemed invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severed from the note, and the validity, legality and enforceability of the remaining provisions containing herein shall not in any way be affected or impaired thereby. Without limiting the generality of the foregoing, any provisions herein to the contrary notwithstanding, holder shall in no event be entitled to receive or collect, nor shall or may amounts received hereunder be credited, so that holder shall be paid, as interest, a sum greater than the maximum amount permitted by law. If the construction of this note indicates a different right given to holder to ask for, demand or receive any larger sum,

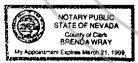
as interest, such as a mistake in calculations or in wording which this clause shall override and control, and proper adjustment shall automatically be made accordingly.

The makers and endorsers severally waive presentment for payment, demand, note, protest and notice of protest, diligence and nonpayment of this note and all defenses on the ground of any extension of time of payment that may be given by the holder or helders to them or either of them, and/or any other defenses which they or either of them might or could have.

Darien L. Olsen

STATE OF NEVADA)

On this 6TH day of FEBRUARY A.D. 1996 before me, a Notary Public in and for said county and state, personally appears Darien L. Olsen and Sandra K. Olsen, known to me to be the persons described in and who acknowledged to me that they executed the foregoing instrument freely and voluntarily and for the uses and purposes therein mentioned.



Notary Public

Darien L. Olsen June 13, 1996 *... 40 JAP 1 75 POST 1.11C+

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