

PROMISSORY NOTE

\$180,000.00

FOR VALUE RECEIVED, the undersigned, Jason M. Pitts and Jennifer L. Pitts, 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 February 1, 1999 on the unpaid principal at the rate of 7½ per annum; principal and interest payable in installments of \$1,200.00 on the 8th day of each month, beginning on March 8, 1999, except for months 11 thru 20, when the payments shall be \$2,200.00, and continuing for 15 years or sooner if principal and interest have been paid in full. The undersigned may pay more than the monthly payments set forth herein, without penalty. 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 contained 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 holders to them or either of them, and/or any other defenses which they or either of them might or could have.


Jason M. Pitts

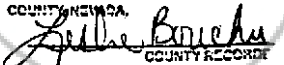

Jennifer L. Pitts

STATE OF NEVADA)
)SS.
COUNTY OF LINCOLN)

On this 1st day of February, 1999, before me as Notary Public in and for said county and state, personally appeared Jason M. Pitts and Jennifer L. Pitts, known to me to be the persons described and who executed the foregoing instrument freely and voluntarily and for the purposes therein mentioned.


Notary Public



NO. **112249**
FILED AND RECORDED AT REQUEST OF
Jason Pitts
February 1, 1999
AT 40 MINUTES PAST 10 O'CLOCK
AM IN COURT 139 OF OFFICIAL
RECORDS PAGE 478 LINCOLN
COUNTY NEVADA.

COUNTY RECORDER