

DEED OF TRUST NOTE

Secured by First Deed of Trust Installment Note, Interest Included

Leslie Bouper
COUNTY RECORDER
By Debra Lee Deputy

DO NOT DESTROY OR DO NOT RECORD THIS NOTE
When paid, this note and the First Deed of Trust must be surrendered to the Trustee with request for reconveyance

\$ 23,000.⁰⁰ on this 27 day of AUGUST, 2004, at PANACA
Nevada.

In installments and at the times hereinafter stated, for value received CINDY LEE JACQUES
promise(s) to pay to HAROLD M AUSTGEN AND SUSAN B AUSTGEN or order,
at PANACA, NV the principal sum of TWENTY THREE THOUSAND Dollars, with
interest from this 27 day of AUGUST, 2004 on the amounts of principal remaining from time
to time unpaid, until said principal sum is paid at the rate of THREE (3) percent, per annum. Principal and interest
due in monthly installments of THREE HUNDRED FORTY NINE AND 45/100 Dollars,
(\$ 349.45), or more on the FIRST (1) day of each and every month, beginning on the 1 day of
SEPTEMBER, 2004, and continuing for SIX YEARS (72) months, and on the 1 day of
AUGUST, 2010, the unpaid balance of principal and interest shall become immediately due and
payable.

PROPERTY LOCATED AT 55 So 6th ST, PANACA, NV 89042

Deed of Trust securing this note contains an acceleration clause.

1. In the event the payor(s) herein are in excess of ten (10) days late in the payment of obligations as outlined as outlined herein, a late charge of TEN DOLLARS (\$10) per month shall be incurred.
2. "The undersigned agrees to vacate the property described in the Deed of Trust within ten (10) days in the event of foreclosure and sale by public auction and also agrees to surrender, in its present condition and will be responsible for any malicious damage. Borrower(s) further covenants and agree to Quit the subject premises and to place lender(s) in a peaceful possession in the event of their default in any term or conditions hereof and to bear lender(s) expense in any proceedings to restore possession to them."
3. AT ANY TIME, THE PRIVILEGE IS RESERVED TO PAY MORE THAN THE SUM DUE.
4. Each payment shall be credited first, on the interest then due; and the remainder on the principal sum; and the interest shall thereupon cease upon the amount so credited on the said principal sum.
5. Should default be made in the payment of any of said installments when due, then the whole sum of principal and interest shall become due immediately and payable at the option of the holder(s) of this note.
6. Should suit be commenced to collect this note or any portion thereof, such sums as the Court may deem reasonable shall be added hereto as attorney's fee.
7. Principal and interest payable in lawful money of the United State of America. This note is Secured by a certain FIRST DEED OF TRUST to HAROLD M AUSTGEN AND SUSAN B AUSTGEN, as TRUSTEE.
8. PURSUANT TO NRS 99.050-2 (a), the lender(s) do(es) hereby certify that the lowest prime rate on the 27 day of AUGUST, 2004 charged by the three largest United States banking institutions is 2.5%.

IN WITNESS WHEREOF, I/We have hereunto set my hand/Our hands this 27 day of AUGUST, 2004.

Cindy Lee Jacques
Signature of Borrower
CINDY LEE JACQUES
Print or type here

Signature of Borrower

Print or type name here