

APN 001-095-02

APN _____

APN _____



0140992

Secured Promissory Note

Title of Document

Affirmation Statement

I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does not contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of any person or persons. (Per NRS 239B.030)

_____ I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of a person or persons as required by law: _____
(State specific law)

Dylan Fretner _____
Signature Title Attorney

Dylan V. Fretner
Print

3/19/2012
Date

Grantees address and mail tax statement:

Edward & Maureen Wright
P.O. Box 240
Proche, NV 89043



APN: 001-095-02

RETURN RECORDED DOCUMENT TO:

Patrick M. Kelley
R. Diane Kelley
P.O. Box 451
Pioche, Nevada 89043

GRANTEE/MAIL TAX STATEMENTS TO:

Edward E. Wright
Malinda P. Wright
P.O. Box 240
Pioche, Nevada 89043

SECURED PROMISSORY NOTE

\$25,000.00

March, 19 2012.

FOR VALUE RECEIVED, the undersigned, Edward E. Wright and Malinda P. Wright, husband and wife, hereby promises to pay to Patrick M. Kelly and R. Diane Kelley, as husband and wife as joint tenants with right of survivorship, or order, the sum of Twenty Five Thousand Dollars (\$25,000.00), with no interest, payable as follows:

The full sum shall be payable within seven (7) years of execution of this Note.

The maker of this Note shall have a thirty (30) day grace period to cure any default under this Note, or any other note. The maker of this Note shall be in default 30 days after the payment is due and owing pursuant to the terms of this Note, or any other note, and no notice is required to be given by Patrick M. and Diane R. Kelley, Trustees, or any successor Trustees thereunder, to the maker of this Note to place the maker of this Note in default.

Payment of this Note is secured by a Deed of Trust of even date herewith.

The undersigned promise and agree that in case of default in the payment of any installment of principal and/or interest as provided herein or in case of failure to perform any covenant in this Note, or any other note secured by the Deed of Trust on the real property, or in the Deed of Trust securing this Note, or any other note, or in the event of failure to pay any installments of principal and/or interest in accordance with the terms of any other note secured by a Deed of Trust having priority over the Deed of Trust securing this Note, or in the event of failure to perform any covenant contained in said prior Deed of Trust to be performed by the Trustors/Debtors named therein, or in the event that any maker of this Note shall make a general assignment for the benefit of creditors or be



adjudged a bankrupt, then upon the happening of any one of such events the whole sum of principal and interest which shall then remain unpaid shall become immediately due and payable although the time of maturity as expressed in this Promissory Note shall not have arrived.

If any lawsuit, legal or equitable action, or proceedings to foreclose upon the property given as security for payment of this Note are instituted to collect this Note or any portion thereof, or any interest thereon, the undersigned hereby promise and agree to pay all costs and expenses in connection therewith including a reasonable attorney's fee.

If one or more of the provisions of this Note shall be deemed invalid, illegal or unenforceable in any respect, such provisions shall be deemed to be severed from the Note; and the validity, legality and enforce ability of the remaining provisions contained herein to the contrary notwithstanding, holder shall in no event be entitled to receive or collect, nor shall or may any amounts received hereunder be credited, so that holder shall be paid, as interest, a sum greater than the maximum amount permitted by law. If any construction of this Note indicates a different right given to holder to ask for, demand or receive any larger sum, as interest, such is a mistake in calculation 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, notice, 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 could have.

This Note shall be the joint and several obligations of all makers, sureties, guarantors and endorsers and shall be binding on them and their successors and assigns.

No delay or admission on the part of the holder in exercising any rights under this note or under the Deed of Trust or any other security agreement given to secure this Note, on default or otherwise shall operate as a waiver of such right or any other right under this Note or other agreements. Makers and any other sureties, guarantors and endorsers of this Note consent to all extensions without notice for any period or periods of time and to the acceptance of partial payments before or after maturity and to the acceptance, release and substitution of security, all without prejudice to the holder. The holder shall have the right to deal in any way, at any time, with on (1) or more of the foregoing parties without notice to any other party, and to grant any such party any extension of time for payment or any or the indebtedness, or to grant any other indulgences or forebearances whatsoever, without notice to any other party and without in any way affecting the personal liability of any such party.



This note shall be construed and enforceable according to the laws of the State of Nevada for all purposes and any dispute or litigation concerning this Note shall be commenced in the State of Nevada.

Time is of the essence for each and every obligation under this note.

By: Edward E. Wright
EDWARD E. WRIGHT

By: Malinda P. Wright
MALINDA P. WRIGHT

STATE OF NEVADA }
COUNTY OF LINCOLN } ss.

This instrument was acknowledged before me by EDWARD E. WRIGHT and MALINDA P. WRIGHT on this 19th day of March, 2012.

Alisha Adams
NOTARY PUBLIC

