

APN 012-170-60

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APN \_\_\_\_\_



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OFFICIAL RECORD  
AMY ELMER, RECORDER

promissory note + disclosure  
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)

Jul 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)

Jul \_\_\_\_\_  
Signature Title

Michelle Lamb  
Print

1-10-2020  
Date

Grantees address and mail tax statement:

Dyllan Cluff  
174 SR 315  
PANCAO, NV 89042

## PROMISSORY NOTE AND DISCLOSURE

| Principal   | Loan Date  | Maturity   | Loan No   | Call / Coll | Account | Officer | Initials |
|-------------|------------|------------|-----------|-------------|---------|---------|----------|
| \$22,569.29 | 03-13-2019 | 03-15-2023 | 102070001 | 6d / 26     |         | SO      | SO       |

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "\*\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** Dyllon L Cluff  
 PO Box 275  
 Panaca, NV 89042

**Lender:** Nevada Bank & Trust Company  
 Loan Center  
 976 Idaho Street  
 Elko, NV 89801  
 (775) 738-3622

| ANNUAL PERCENTAGE RATE                  | FINANCE CHARGE                             | Amount Financed                                      | Total of Payments  |
|---|--|--|--|
| The cost of my credit as a yearly rate. | The dollar amount the credit will cost me. | The amount of credit provided to me or on my behalf. | The amount I will have paid after I have made all payments as scheduled. |
| <b>9.506%</b>                           | <b>\$4,643.98</b>                          | <b>\$22,469.29</b>                                   | <b>\$27,113.28</b>   |

**PAYMENT SCHEDULE.** My payment schedule will be 48 monthly payments of \$564.86 each, beginning April 15, 2019.

**SECURITY.** This loan is unsecured.

**LATE CHARGE.** If a payment is 10 days or more late, I will be charged 5.000% of the regularly scheduled payment or \$25.00, whichever is greater.

**PREPAYMENT.** If I pay off early, I will not be entitled to a refund of the prepaid finance charges, and I will not have to pay a penalty.

I will look at my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds.

### Amount Financed Itemization

|   |                    |
|---|--------------------|
| Amount paid to me directly:<br>\$22,469.29 Lender's Check # | \$22,469.29        |
| Total Financed Prepaid Finance Charges:                     | \$100.00           |
| Note Principal:   | \$22,569.29        |
| Prepaid Finance Charges:                                    | \$100.00           |
| Financed:   | \$100.00           |
| \$100.00 Loan Fee   |                    |
| <b>Amount Financed:</b>                                     | <b>\$22,469.29</b> |

**Principal Amount: \$22,569.29                      Interest Rate: 9.250%                      Date of Note: March 13, 2019**

**PROMISE TO PAY.** I ("Borrower") jointly and severally promise to pay to Nevada Bank & Trust Company ("Lender"), or order, in lawful money of the United States of America, the principal amount of Twenty-two Thousand Five Hundred Sixty-nine & 29/100 Dollars (\$22,569.29), together with interest on the unpaid principal balance from March 13, 2019, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 9.250% per annum, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

**PAYMENT.** I will pay this loan in 48 payments of \$564.86 each payment. My first payment is due April 15, 2019, and all subsequent payments are due on the same day of each month after that. My final payment will be due on March 15, 2023, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**INTEREST CALCULATION METHOD.** Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year (365 for all years, including leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

**PREPAYMENT.** I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be refunded to me upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in my making fewer payments. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Nevada Bank & Trust Company, Loan Center, 976 Idaho Street, Elko, NV 89801.

**LATE CHARGE.** If a payment is 10 days or more late, I will be charged 5.000% of the regularly scheduled payment or \$25.00, whichever is greater.

**INTEREST AFTER DEFAULT.** Upon maturity, whether scheduled or accelerated by Lender because of my default, the interest rate on this Note shall be increased by 3.000 percentage points. However, in no event will the interest rate exceed the maximum interest rate limitations under

PROMISSORY NOTE AND DISCLOSURE  
(Continued)

Loan No: 102070001

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applicable law.

**DEFAULT.** I will be in default under this Note if any of the following happen:

**Payment Default.** I fail to make any payment when due under this Note.

**Break Other Promises.** I break any promise made to Lender or fail to perform promptly at the time and strictly in the manner provided in this Note or in any agreement related to this Note, or in any other agreement or loan I have with Lender.

**False Statements.** Any representation or statement made or furnished to Lender by me or on my behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished.

**Death or Insolvency.** Any Borrower dies or becomes insolvent; a receiver is appointed for any part of my property; I make an assignment for the benefit of creditors; or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws.

**Taking of the Property.** Any creditor or governmental agency tries to take any of the property or any other of my property in which Lender has a lien. This includes taking of, garnishing of or levying on my accounts with Lender. However, if I dispute in good faith whether the claim on which the taking of the property is based is valid or reasonable, and if I give Lender written notice of the claim and furnish Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

**Cure Provisions.** If any default, other than a default in payment, is curable and if I have not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if I, after Lender sends written notice to me demanding cure of such default: (1) cure the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then I will pay that amount.

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if I do not pay. I will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law.

**GOVERNING LAW.** This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nevada without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Nevada.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all my accounts with Lender (whether checking, savings, or some other account). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any IRA or Keogh accounts, any trust accounts for which setoff would be prohibited by law, or monies in any accounts that were received pursuant to the federal Social Security Act, including, without limitation, retirement and survivors' benefits, supplemental security income benefits and disability insurance benefits. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts.

**COLLATERAL.** This loan is unsecured.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon me, and upon my heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES.** I may notify Lender if Lender reports any inaccurate information about my account(s) to a consumer reporting agency. My written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: Nevada Bank & Trust Company, Loan Center, 976 Idaho Street, Elko, NV 89801.

**GENERAL PROVISIONS.** If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. This means that the words "I", "me", and "my" mean each and all of the persons signing below.

**PRIOR TO SIGNING THIS NOTE, I, AND EACH OF US, READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I, AND EACH OF US, AGREE TO THE TERMS OF THE NOTE.**

**I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE AND DISCLOSURE.**

**BORROWER:**

x   
Dyllon L Cluff

## DISBURSEMENT REQUEST AND AUTHORIZATION

| Principal   | Loan Date  | Maturity   | Loan No   | Call / Coll<br>6d / 26 | Account | Officer | Initials |
|---|------------|------------|-----------|------------------------|---------|---------|----------|
| \$22,569.29   | 03-13-2019 | 03-15-2023 | 102070001 |                        |         | SO      | SO       |
| References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations. |            |            |           |                        |         |         |          |

**Borrower:** Dyllon L Cluff  
PO Box 278  
Panaca, NV 89042

**Lender:** Nevada Bank & Trust Company  
Loan Center  
976 Idaho Street  
Elko, NV 89801  
(775) 738-3622

**LOAN TYPE.** This is a Fixed Rate (9.250%) Disclosable Loan to two Individuals for \$22,569.29 due on March 15, 2023.

**PRIMARY PURPOSE OF LOAN.** The primary purpose of this loan is for:

- Personal, Family, or Household Purposes or Personal Investment.  
 Business (including Real Estate Investment).

**SPECIFIC PURPOSE.** The specific purpose of this loan is: UNSECURED LOAN TO PURCHASE LAND.

**DISBURSEMENT INSTRUCTIONS.** I understand that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$22,569.29 as follows:

|  |                    |
|--|--------------------|
| Amount paid to me directly:<br>\$22,469.29 Lender's Check #  | \$22,469.29        |
| Total Financed Prepaid Finance Charges:<br>\$100.00 Loan Fee | \$100.00           |
| <b>Note Principal:</b>                                       | <b>\$22,569.29</b> |

**FINANCIAL CONDITION.** BY SIGNING THIS AUTHORIZATION, I REPRESENT AND WARRANT TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN MY FINANCIAL CONDITION AS DISCLOSED IN MY MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED MARCH 13, 2019.

**BORROWER:**

x   
Dyllon L Cluff

### CREDIT INSURANCE DISCLOSURE

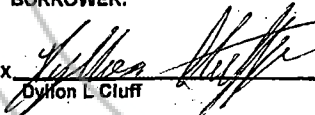
**VOLUNTARY CREDIT INSURANCE, CREDIT LIFE INSURANCE, CREDIT DISABILITY INSURANCE AND INVOLUNTARY UNEMPLOYMENT INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT.**

By signing below, I acknowledge that I am not obtaining credit insurance for this loan for one of the following reasons:

- (A) I am not eligible for credit insurance;  
 (B) Credit insurance is not available from Lender; or  
 (C) If I am eligible and credit insurance is available from Lender, I do not want it.

Prior to signing this Credit Insurance Notice on March 13, 2019, I read and understood all of the provisions of this Disclosure.

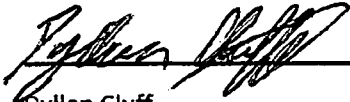
**BORROWER:**

x   
Dyllon L Cluff

1/7/2020

To whom it may concern,

I, Dyllon Cluff give authorization to have the note for Nevada Bank & Trust Co. with account number 102070001 recorded against the property at 174 SR 319, Panaca, NV 89042



Dyllon Cluff

01-7-2020

Date

C O R P