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P R O M I S S O R Y   N O T E  
\* \* \* \* \*Vol. <sup>m</sup> 80 Page 16421

For value received the undersigned jointly and severally promise to pay to the order of EMPIRE BUILDING SUPPLY, INC., an Oregon Corporation, the principal sum of Three thousand eight hundred twenty seven and 3/100 with interest hereon at the rate of 10 percent per annum at the times and places and in the manner as follows:

80 AUG 29 AM 11 00

Any sum not paid when due shall bear interest at the rate of 10 percent per annum from the due date thereof.

This note shall become due and payable at the option of the holder thereof immediately upon the default of the payment of any sum payable hereunder without notice to the obligors or demand upon them.

In case suit or action is instituted by either party to enforce any provision hereof, the prevailing party in such suit or action shall, in addition to the relief granted, be entitled to judgment for such sum as the court may adjudge reasonable as attorney's fees; and if any appeal is taken from any decision of the trial court, such sum as may be fixed by the appellate court as the prevailing party's reasonable attorney's fees in the appellate court.

DATED this 27 day of AUGUST, 1980.

Empire Bldg Supply Inc.  
P.O. Box 1268  
K. Falls, Or. 97601

Patricia Lou Dumont  
PATRICIA LOU DUMONT

Page 1 and Last - PROMISSORY NOTE  
STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 29th day of August A.D., 19 80 at 11:00 o'clock A M., and duly recorded in Vol. M80 of Miscellaneous on Page 16421.

FEE \$3.50

WM. D. MILNE, County Clerk  
By Serena H. Hetch Deputy

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