

File No. 29773

COPPER KING COMPANY,)
 a corporation,)
 to) ASSIGNMENT OF CONTRACT
)
 GOLDEN CENTURY INDUSTRIES, INC.,)
 a corporation.)

ASSIGNMENT OF CONTRACT

FOR VALUE RECEIVED, and particularly to secure the note hereinafter described, the undersigned, COPPER KING COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Nevada, does by these presents sell, assign, transfer, and set over unto GOLDEN CENTURY INDUSTRIES, INC., a corporation of the State of Idaho, all of the right, title, and interest of the said Copper King Company, a corporation, in and to that certain Conditional Sales Contract made and entered into on the 31st day of July, 1950, by and between Alexander Berkowitz of Elko, Nevada, seller therein, and said Copper King Company, a corporation, buyer therein, for the sale by said seller and the purchase by said buyer of certain mining machinery and equipment in said contract more specifically described.

This assignment is executed and delivered to secure the payment of a certain promissory note of even date herewith, executed the said Copper King Company to and in favor of the Golden Century Industries, Inc. in the principal sum of Forty-eight Thousand One Hundred thirty-nine and 14/100 Dollars (\$48,139.14) payable one year after date, with interest thereon at the rate of six per cent per annum until maturity, and eight per cent per annum thereafter.

IN WITNESS WHEREOF, said corporation has caused these presents to be signed by its officers thereunto duly authorized, this 1st day of March, 1952.

COPPER KING COMPANY, a corporation

(Corporate Seal)

By K. L. Stoker
Its President

ATTEST:

G. Eugene England
Its SecretaryC O P Y

\$48,139.14

Salt Lake City, Utah, March 1, 1952

ONE YEAR after date, without grace, the undersigned promise to pay to the order of GOLDEN CENTURY INDUSTRIES, INC., for value received, Forty-eight Thousand One Hundred thirty-nine and 14/100 - - - - - Dollars, payable at Salt Lake City, Utah without defalcation or discount, together with interest thereon at the rate of 6 per cent per annum from date until maturity and from maturity until paid before and after judgment, at the rate of 8 per cent per annum. All interest payable at maturity.

If any installment of the interest be not paid promptly as stipulated the legal holder of the Note may declare the principal due and proceed by law to recover both principal and interest. If this Note is not paid at maturity, the undersigned agree to pay reasonable expense of collection, including attorney's fee.

This note is secured by a real estate mortgage of even date herewith covering certain mining claims in Eureka County, Nevada, more particularly in said mortgage described, and by assignment of the interest of the undersigned in a certain conditional sales contract dated July 31, 1950, between Alexander Berkowitz, seller therein, and the undersigned, buyer therein, covering the purchase of certain mining machinery therein specifically described.

(Typed)
(Typed)COPPER KING COMPANY, a corporation
By K. L. Stoker Its President
By G. Eugene England Its Secretary-TreasurerM O R T G A G E

THIS INDENTURE, made this 1st day of March, 1952, by and between COPPER KING COMPANY, a corporation of the State of Nevada, Mortgagor, and GOLDEN CENTURY INDUSTRIES, INC., a corporation of the State of Idaho, Mortgagee;

W I T N E S S E T H:

That the Mortgagor, for and in consideration of the sum of FORTY-EIGHT THOUSAND ONE HUNDRED THIRTY-NINE AND 14/100 DOLLARS (\$48,139.14) in hand paid by the Mortgagee, receipt of

which is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm to the Mortgagee, its successors and assigns forever, all those certain patented mining claims situate in Maggie Creek Mining District, Eureka County, State of Nevada, described as follows, to-wit:

U.S. Patent Survey #4471

Copper King No. 1
Copper King No. 2
Copper King No. 5

U.S. Patent Survey #3647A

Good Hope No. 3
Good Hope No. 4
Good Hope No. 5
Good Hope No. 6
Good Hope No. 7

Also the following named unpatented mining claims situate in said Maggie Creek Mining District, Eureka County, State of Nevada, to-wit:

Copper King No. 3	CuK No. 0	CuK No. 11
" " " 4	" " 1	" " 12
" " " 6	" " 2	" " 13
" " " 7	" " 3	" " 14
" " " 8	" " 4	" " 15
" " " 9	" " 5	" " 16
" " " 10	" " 6	" " 17
	" " 7	" " 18
	" " 8	" " 20
	" " 9	" " 21
	" " 10	

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issued, and profits thereof.

Nevertheless, this conveyance is intended as a mortgage to secure the payment of all sums which are or may hereafter in any manner become due or owing from the mortgagor to the mortgagee, and particularly the payment of a certain promissory note, which note is in words and figures following, to-wit:

"\$48,139.14

Salt Lake City, Utah, March 1, 1952

ONE YEAR after date, without grace, the undersigned promise to pay to the order of GOLDEN CENTURY INDUSTRIES, INC., for value received, Forty-eight Thousand and One Hundred thirty-nine and 14/100 Dollars, payable at Salt Lake City, Utah, without defalcation or discount, together with interest thereon at the rate of 6 per cent per annum from date until maturity and from maturity until paid before and after judgment, at the rate of 8 per cent per annum. All interest payable at maturity.

If Any installment of the interest be not paid promptly as stipulated, the legal holder of the Note may declare the principal due and proceed by law to recover both principal and interest. If this Note is not paid at maturity, the undersigned agree to pay reasonable expense of collection, including attorney's fee.

This note is secured by a real estate mortgage of even date herewith covering certain mining claims in Eureka County, Nevada, more particularly in said mortgage described, and by assignment of the interest of the undersigned in a certain conditional sales contract dated July 31, 1950, between Alexander Berkowitz, seller therein, and the undersigned, buyer therein, covering the purchase of certain mining machinery therein specifically described.

COPPER KING COMPANY, a corporation

By K. L. Stoker

Its President

By G. Eugene England

Its Secretary-Treasurer "

The said Mortgagor promises and agrees to pay all taxes on the said described property and all taxes that may be levied on this indenture. In the event of default in the payment of the said promissory note, the said Mortgagor agrees that the said Mortgagee shall have the right to have a receiver appointed to immediately take over the said property and operate the same and apply all rents, income, and profits therefrom on any amounts found to be due to the said Mortgagee hereunder or under the said promissory note secured hereby.

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be signed by its officers thereunto duly authorized, this, the day and year first above written.

COPPER KING COMPANY, a corporation

By K. L. Stoker

Its President

ATTEST:

G. EUGENE ENGLAND

Its Secretary

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

On this 2 day of December, 1952, personally appeared before me, Lawrence S. Pinnock, a Notary Public in and for the State of Utah, K. L. STOKER, known to me to be the President, and G. EUGENE ENGLAND, known to me to be the Secretary of the corporation that executed the foregoing instrument, and upon oath, did depose and say that they are the officers of said corporation as above designated; that they are acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the same instrument freely and voluntarily and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal at my office in the County of Salt Lake, the day and year in this certificate first above written.

My Commission Expires: _____

(Notarial Seal)

Lawrence S. Pinnock
Notary Public in and for Salt
Lake County, State of Utah

Recorded at the Request of Golden Century Industries, Inc., June 19 A.D. 1953 At 1 minute past 4 P.M.

R. W. Gibson--Recorder.