

File No. 35406

Wallace E. Baker and)
Lola M. Baker)
to)
Eureka Branch, First)
National Bank of Nevada)

ASSIGNMENT OF RENTS AND AGREEMENT NOT TO SELL
OR ENCUMBER REAL PROPERTY

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In consideration and as security for a loan made or purchased by FIRST NATIONAL BANK OF NEVADA, RENO, NEVADA (hereinafter called "Bank") which loan was made for the improvement of real property described below and is evidenced by a promissory note in favor of Eureka Branch, First National Bank of Nevada, Eureka, Nevada

dated June 22, 1961, in the amount of Two Thousand Three Hundred Sixty and 16/100 Dollars (\$2,360.16), the undersigned, and each of them, (hereinafter sometimes called "Borrower") hereby covenant and agree with Bank as follows:

1. The real property referred to herein is located in Eureka, County of Eureka, State of Nevada, and is described as follows:

All of Lots One (1) and Two (2), Block 82 (82), (Except the West Forty (40) feet of said Lots One (1) and Two (2), Block Eighty Two (82), Located in the Town of Eureka, Eureka County, Nevada.

2. Borrower hereby assigns to Bank all moneys due or to become due to Borrower as rental or otherwise for or on account of such real property, reserving unto Borrower the right to collect and retain any such moneys prior to Borrower's default under the terms of the loan described above;

3. Borrower will not create or permit any lien or any encumbrance (other than those presently existing) to exist on said real property and will not transfer, sell, assign or in any manner dispose of said real property or any interest therein without the prior written consent of Bank;

4. Bank is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Bank at its option may elect.

5. This agreement is expressly intended for the benefit and protection of Bank and all subsequent holders of the note described above. Borrower warrants and represents that Borrower owns the above-described real property.

6. This agreement shall remain in full force and effect until the loan described above shall have been paid in full or until twenty-one (21) years following the death of the last survivor of the undersigned, whichever first occurs.

Dated at: Eureka, Nevada
June 22, 1961

Wallace E. Baker
Lola M. Baker

STATE OF NEVADA)
County of Eureka) ss.
)

On this 22 day of June, 1961, before me, the undersigned Notary Public in and for the County of Eureka, State of Nevada, personally appeared Wallace E. Baker and Lola M. Baker known known to me to be the same persons described in and whose names are subscribed to and who executed the foregoing instrument, who duly acknowledge to me that they executed the same 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 said County of Eureka, the day and year in this certificate first above written.

(Notarial Seal)
My Commission Expires October 14, 1961.

Willis A. DePaoli
Notary Public in and for the County of Eureka, State of Nevada.

Recorded at the request of Wallace E. Baker June 22, A.D., 1961 At 22 minutes past 3 P.M.

Willis A. DePaoli - Recorder.

See Book 8 of Official Records Page 65 for Release on 7/20/65