

Edward A. Melka and
Helen S. Melka

to

First National Bank of
Nevada, Eureka, Nevada

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

In consideration and as security for a loan made or purchased by FIRST NATIONAL BANK OF 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 April 22, 1963, in the amount of Twenty Nine Hundred Seventy Six and no/100

Dollars (\$ 2,976.00), 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 The Town of Eureka, County of County of Eureka, State of Nevada, and is described as follows:

Lots 3, 4, 5, 6 and 7 in Block 39A, as the same are delineated and described on the official map or plat of the Townsite of Eureka approved by the General Land Office on November 19, 1937, on file in the Office of the County Recorder of Eureka County at Eureka, 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

April 25, 1963

Edward A. Melka

Helen S. Melka

STATE OF NEVADA

} ss.
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County of Eureka

On this 25th day of April, 1963, before me, the undersigned Notary Public in and for the County of Eureka, State of Nevada, personally appeared Edward A. Melka and Helen S. Melka 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)

Willis A. DePaoli

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

My commission expires October 14, 1965.

Recorded at the request of Edward Melka April 25, A.D., 1963 At 52 minutes past 2 P. M.

Willis A. DePaoli - Recorder.