

**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, 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

First National Bank of Nevada, Eureka Branch-Eureka, Nevada

dated 6/1/65, 1965, in the amount of

Twenty Five Hundred Twenty and no/100- - - - - Dollars (\$ 2,520.00),
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 Eureka

County of Eureka, State of Nevada, and is described as follows:

**A portion of the N. E. Corner with a 50' front by 100' deep & that portion
just south of it with a 33' front and 85' deep. all in Lot 2, Block 32,
Town of Eureka, County of 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

6/1/65

(DATE)

STATE OF NEVADA

County of Eureka

ss.

On this June day of June, 1965,

before me, the undersigned Notary Public in and for the County of

Eureka

State of Nevada, personally appeared
Chris Zumwalt and Pietrina Zumwalt (his wife)

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

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.

Willis C. McPaul
Notary Public in and for the County

of EUREKA

State of NEVADA
My commission expires Oct 14, 1965

Chris Zumwalt
Chris Zumwalt
Pietrina Zumwalt
Pietrina Zumwalt

When recorded mail to:

Eureka

BRANCH

FIRST NATIONAL BANK
OF NEVADA

Eureka, Nevada

ADDRESS OF BRANCH

SEAL
Affixed

File No. **40909**

RECORDED AT THE REQUEST OF

CHRIS ZUMWALTJUNE 11 A. D. 1961At 20 minutes past 1 P M.in Book 7 of OFFICIAL RECORDSPage 416-417 Records of

EUREKA COUNTY, NEVADA

William C. McLaughlin RecorderFee \$ 2.65 (Paid)