

ASSIGNMENT AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of June, 1966 by and between THOMAS JOHNSON and JUNE H. JOHNSON, his wife, hereinafter referred to as "First Parties", and JOHN B. TROWBRIDGE, of Pasadena, California, hereinafter referred to as "Second Party", and C & F GIN CO., a corporation, hereinafter referred to as "Third Party";

WITNESSETH:

WHEREAS, the First Parties were the holders of a promissory note dated July 29, 1964, in the original principal amount of \$29,973.34, and which note was executed by JOSIAH W. BATCHELLER and HELEN JANE BATCHELLER; and

WHEREAS, under the terms of escrow No. 14-36882-C-2 of Security First National Bank, the First Parties herein duly assigned the above described promissory note, together with the accompanying Deed of Trust, to the Second Party, as security for the obligation of \$16,500.00, plus interest at 6% per annum from July 30, 1964; and

WHEREAS, the First Parties remain the sole beneficiaries of the net note proceeds receivable in the sum of \$13,473.34, which is the sum to be available after the Second Party has received his principal sum of \$16,500.00 from the total principal payment of \$29,973.34; and

WHEREAS, the First Parties are desirous, by the terms of this agreement, to formally carry out their assignment of the foregoing balance to the Third Party in the payment of the sum owed by the First Parties to the Third Party,

NOW, THEREFORE, in consideration of the mutual terms and conditions herein contained, the parties to this agreement

do hereby agree to and with each other as follows:

1. The First Parties do hereby irrevocably assign, transfer, and set over to the Third Party the principal sum of \$13,473.34, which is the available principal sum not already assigned to the Second Party by the First Parties in the matter of the promissory note dated July 29, 1964, executed by Josiah W. Batcheller and Helen Jane Batcheller;

2. In this respect, the parties to this agreement do hereby acknowledge that there has already been executed by the First Parties a prior assignment by the First Parties to the Second Parties in the principal sum of \$16,500.00, together with interest thereon at 6% per annum from July 29, 1964, by the terms of such prior assignment the Second Party continues to have the first rights to the first \$16,500.00 of principal, plus accruing interest, with the remaining note balance and accruing interest being the subject matter of this current assignment by the First Parties to the Third Party;

3. The First Parties have heretofore executed an assignment of the Deed of Trust which accompanies the said original promissory note and which Deed of Trust has been duly recorded in the Office of the County Recorder of Eureka County, State of Nevada, and which Deed of Trust covers the following described real property:

TOWNSHIP 23 NORTH, RANGE 52 EAST, M. D. B & M.

Section 11: NE $\frac{1}{2}$ of NE $\frac{1}{4}$; SW $\frac{1}{4}$ of NE $\frac{1}{4}$
Section 12: S $\frac{1}{2}$ of SW $\frac{1}{4}$
Section 13: E $\frac{1}{2}$ of NW $\frac{1}{4}$; SW $\frac{1}{4}$ of NW $\frac{1}{4}$
Section 24: E $\frac{1}{2}$; E $\frac{1}{2}$ of W $\frac{1}{2}$
Section 25: NE $\frac{1}{4}$; E $\frac{1}{2}$ of NW $\frac{1}{4}$
Section 36: N $\frac{1}{2}$ of NE $\frac{1}{4}$; W $\frac{1}{2}$ of NW $\frac{1}{4}$;
NE $\frac{1}{4}$ of NW $\frac{1}{4}$ and an undivided
one-half interest in and to the
SW $\frac{1}{4}$ of NE $\frac{1}{4}$; SE $\frac{1}{4}$ of NW $\frac{1}{4}$

TOWNSHIP 23 NORTH, RANGE 53 EAST, M. D. B. & M.

Section 19: Lots 1, 2, 3 and 4
Section 30: Lots 1 and 2.

4. The Second Party, by his execution of this agreement, does hereby acknowledge this current assignment which is inferior to and next in line after he has received the principal sum of \$16,500.00, plus accruing interest. Any funds in excess of the said \$16,500.00, plus accruing interest, as may come into the hands of the Second Party shall be paid by the Second Party directly to the Third Party at P. O. Box 1140, Blythe, California.

5. The terms and conditions of this assignment agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties as of the day and year first above written.

Thomas Johnson
Thomas Johnson

June H. Johnson
June H. Johnson

First Parties

John B. Trowbridge
John B. Trowbridge

Second Party

C & F GIN CO.

By J. C. Richardson
Its

Third Party

NOTICE RECEIVED

On this 8th day of June, 1966,
the undersigned do hereby ac-
knowledge that they have received
a copy of the foregoing assign-
ment of interest in the promissory
note and accompanying Deed of Trust.

Thomas Johnson
Thomas Johnson

June H. Johnson
June H. Johnson

John B. Trowbridge
John B. Trowbridge

C & F GIN CO.

By John B. Trowbridge

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss.

The foregoing instrument was acknowledged before me
by THOMAS JOHNSON and JUNE H. JOHNSON, this 8th day of
June, 1966.

Sarah B. Borchers
Notary Public

My commission expires:
My Commission Expires Aug. 10, 1967

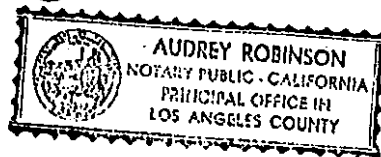
STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }

The foregoing instrument was acknowledged before me
by JOHN B. TROWBRIDGE, this 22 day of June, 1966.

Audrey Robinson
Notary Public

My commission expires:

AUDREY ROBINSON, Notary Public
in and for the State of California
My Commission Expires April 20, 1968



File No. **44343**
RECORDED AT THE REQUEST OF
Burns, Ferrin & Ehrenreich
March 9 A. D. 19 67
at 50 minutes past 10 A. M.
In Book 18 of OFFICIAL RECORDS
Page 253-256 Records of
FUREKA COUNTY, NEVADA
Recorder Will A. McFar
Fee \$ 4.15