

ASSIGNMENT

This assignment is made to secure payment of a Promissory Note between the parties hereto of even date herewith. Payment, however, of the terms of said note shall render this assignment null and void; but otherwise to be of full force and effect.

The Assignor herein, Earl Pollard, does hereby grant, give and assign all his right, title and interest as of this date unto Hiram Kitchen, of Eureka, Nevada in the following described parcels of property, together with water rights and such improvements thereon as he shall have power to assign:

- (1) The Northeast Quarter (NE 1/4); and the Northern Half of the Southeast Quarter (N 1/2 of SE 1/4); and Lots 3 & 4, comprising 333.14 acres more or less of Section 35, Township Twenty-one North (T 21 N), Range Fifty-Three East (R 53 E), M.D.B.M., Nevada,

said parcel having been conveyed by Cal-Neva Enterprises and William Earl Pollard and Lois Pollard to Rita L. Brown and George W. Brown by Grant Deed of November 13, 1967 and recorded in Book 21 of the Official Records of Eureka County, Nevada at Page 230, and pursuant to a Contract of Sale recorded in Book 20 of the Official Records of Eureka County, Nevada at Page 149. As to this property described in this paragraph or section designated (1), the Assignor, Earl Pollard (aka William Earl Pollard) warrants and guarantees that he is authorized under an unrecorded assignment and deed of trust to fully collect the monies due upon the sale of this property and that Cal-Neva Enterprises and the partners therein, excepting said Earl Pollard have no further interest and right either to the herein described land or to compensation therefor, and that the Promissory Note, the payment of which this Assignment secures, and the debt it represents, have been made strictly upon these representations.

- (2) The West one-half of the Southwest Quarter (W 1/2 of SW 1/4) and the Southeast Quarter of the Northwest Quarter (SE 1/4 of NW 1/4) comprising approximately 120 acres more or less within Section Eight (Sec. 8), Township Twenty-Two North (T22N), Range Fifty-Four East (R54E), M.D.B.M., Nevada recorded as follows: By Quitclaim Deed recorded in Book 19 of Official Records of Eureka County, Nevada at Page 029, and by Deed of Partial Reconveyance at Book 26 Official Records of Eureka County, Nevada at Page 222.

Assignor, Earl Pollard, further warrants and affirms that there are no previous assignments pending or other existing claims against the two previously described parcels of real property. Said Assignor further warrants and affirms that the following amounts are still owing to him upon the said parcels:

- (1) Brown Property: \$4150 + int.
- (2) Tscheschke Property: \$3200 + int.

Assignee Hiram Kitchen is to have the right to receive purchase money payments from the current buyers of said property or their assignees. Alternatively, purchase money payments are to be paid into a trust account until retirement of the subject promissory note. If payments are received directly by Assignee Hiram Kitchen they shall be deemed partial payments of the promissory note.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

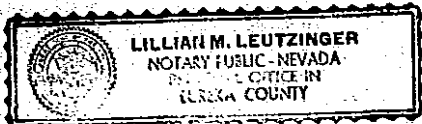
_____ DAY OF _____, 196__.

Earl Pollard

EARL POLLARD, ASSIGNOR

State of Nevada)
) SS.
County of Eureka)

On May 21st, 1969, personally appeared before me, a Notary Public, Earl Pollard, who acknowledged that he executed the above instrument.



My Commission Expires April 30, 1971

Lillian M. Leutzinger
NOTARY PUBLIC

PROMISSORY NOTE

\$6,000.00

Eureka, Nevada
December 18, 1968

FOR VALUE RECEIVED, I do hereby promise to pay to the order of HIRAM KITCHEN of Eureka, Nevada, on or before the 15th day of November, 1969, at Eureka, Nevada, or wherever payment may be demanded by the holder of this Note, the Sum of Six Thousand Dollars (\$6,000.00) together with interest to accrue upon the declining balance from the date hereof at the rate of Eight Per Cent per annum. Accrued interest shall be paid at the time of the principal payment and in addition thereto. Payment of the principal of this note before the due date shall entitle the payee to interest at the aforesaid rate only to the date of payment.

The Maker and endorsers waive demand, diligence, presentment, protest and notice of protest and nonpayment.

In case of default in the payment of, or if suit be commenced for the collection of any part of the principal or interest due hereunder, I promise and agree to pay a reasonable attorney fee, together with costs.

This Note secured by an Assignment of even date herewith.

Earl Pollard
EARL POLLARD

RECORDED AT THE REQUEST OF
Hiram Kitchen
on June 30 1969
at 45 mins. past 4 P. M.
in Book 29 of OFFICIAL
RECORDS, page 335-337
OF EUREKA COUNTY, NEVADA
Willis A. DeLoe
Recorder
File No. 49427 Fee \$ 5.00

BOOK 29 PAGE 337