

AGREEMENT AND ASSIGNMENT

THIS AGREEMENT, Made and entered into this 13th day of February, 1970, by and between JOHN GJERDE and RAMONA GJERDE, husband and wife, of Route 1, Star, Idaho, and TORRIS GJERDE and NORMA GJERDE, husband and wife, of 1307 E Colter Phoenix, Arizona, Parties of the First Part, hereinafter called the Assignors, and WESTERN IDAHO PRODUCTION CREDIT ASSOCIATION, a corporation organized and existing under the Farm Credit Act of the Congress of the United States, as amended, with its principal place of business in the City of Caldwell, Canyon County, State of Idaho, Party of the Second Part, hereinafter called the Assignee; WITNESSETH:

WHEREAS, The said John Gjerde and Ramona Gjerde, husband and wife, are obtaining financing from the Assignee herein and to secure said loan are executing a Security Agreement covering certain chattels located in Canyon County, Idaho; and

WHEREAS, It is necessary for the said John Gjerde and Ramona Gjerde, husband and wife, to provide additional security to the Assignee herein in order to obtain said financing;

NOW, THEREFORE, In consideration of said financing, and in further consideration of the covenants and agreements herein contained, the Assignors herein do hereby assign and transfer to the Assignee herein that certain Promissory Note dated at San Diego, California, on February 1, 1969, in the original principal sum of Fifteen Thousand Two Hundred Seventy-two Dollars and Two Cents (\$15,272.02), said note being executed by Edward L. Distler, Martha F. Distler, Edward K. Distler and Ella May Distler and made payable to John Gjerde, Ramona Gjerde, Torris Gjerde and Norma Gjerde, a copy of said note being attached hereto as Exhibit "A", and that certain Promissory Note dated at San Diego, California,

on December 1, 1968, in the original principal sum of Eighty-seven Thousand Twenty-five Dollars and Sixty-six Cents (\$87,025.66), said note being executed by Edward L. Distler, Martha F. Distler, Edward K. Distler and Ella May Distler and made payable to John Gjerde, Ramona Gjerde, Torris Gjerde and Norma Gjerde, a copy of said note being attached hereto as Exhibit "B".

The said Assignors also do hereby assign and transfer unto the said Assignee that certain Deed of Trust securing the aforementioned notes executed by Edward L. Distler and Martha F. Distler, his wife, and Edward K. Distler and Ella May Distler, his wife, as grantors to Title Insurance and Trust Company, a corporation, as trustee, and John Gjerde, Ramona Gjerde, Torris H. Gjerde and Norma Gjerde as beneficiaries, and which said Deed of Trust is dated April 14, 1969, and recorded in the office of the County Recorder of Eureka and Nye Counties in Book 28, Page 460-462, under File No. 49073 in the Official Records of Eureka County, Nevada, and in Book _____, Page _____, under File No. _____, of the Official Records of Nye County, Nevada, a copy being attached hereto as Exhibit "C".

It is further understood and agreed that the Assignee herein shall receive all payments made upon the balances due under said Promissory Notes herein assigned until such time as the obligation of the said John Gjerde and Ramona Gjerde, husband and wife, to the Assignee herein shall have been paid in full.

It is further understood and agreed that when and at such time as any obligation existing between the said John Gjerde and Ramona Gjerde, husband and wife, and the Assignee herein shall have been paid in full, then this Assignment shall terminate, and the Assignee shall make, execute and deliver all documents necessary to re-convey and re-transfer the aforementioned notes and Deed of Trust to the Assignors.

AGREEMENT AND ASSIGNMENT - 2

It is further understood and agreed that a fully executed copy of this Agreement and Assignment shall be delivered to and held by Title Insurance and Trust Company, Reno, Nevada, and similar copies recorded in the records of Eureka and Nye Counties, Nevada.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals the day and year first above written.

John Gjerde (SEAL)
John Gjerde

Ramona Gjerde (SEAL)
Ramona Gjerde

Torris Gjerde (SEAL)
Torris Gjerde

Norma Gjerde (SEAL)
Norma Gjerde

Parties of the First Part - Assignors

(CORPORATE SEAL)

WESTERN IDAHO PRODUCTION CREDIT ASSOCIATION, a corporation

ATTEST:

[Signature]
Its Asst. Sec. - Treas.

By [Signature]
Its Sec. - Treas.

Party of the Second Part - Assignee

The undersigned hereby acknowledge receipt of a copy of the foregoing Agreement and Assignment and acknowledge that we are requested to remit all payments under the above described Promissory Notes to Western Idaho Production Credit Association, Caldwell, Idaho.

Dated: _____

+ Edward L. Distler
Edward L. Distler

Edward K. Distler
Edward K. Distler

+ Martha F. Distler
Martha F. Distler

Ella May Distler
Ella May Distler

AGREEMENT AND ASSIGNMENT - 3

STATE OF IDAHO)
County of Canyon) ss.

On this 13th day of February, 1970, before me,
THE UNDERSIGNED, a Notary Public in and for said State, personally
appeared JOHN GJERDE and RAMONA GJERDE, husband and wife, known
to me to be the persons whose names are subscribed to the within
instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year in this certificate first above
written.



[Signature]
Notary Public for Idaho
Residing at Caldwell, Idaho
My commission expires: 1-16-74

STATE OF Arizona)
County of Maricopa) ss.

On this 16th day of February, 1970, before me,
THE UNDERSIGNED, a Notary Public in and for said State, personally
appeared TORRIS GJERDE and NORMA GJERDE, husband and wife, known
to me to be the persons whose names are subscribed to the within
instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal the day and year in this certificate first
above written.



[Signature]
Notary Public for State of Arizona
Residing at Phoenix Arizona
My commission expires: _____

My Commission Expires Nov. 6, 1970

STATE OF IDAHO)
County of Canyon) ss.

On this 6 day of March, 1970, before me,
THE UNDERSIGNED, a Notary Public in and for said State, personally
appeared Al Thompson & H.D. Evans, known to me to be
the Sec Treas & Asst Sec Treas of the corporation that
executed this instrument or the persons who executed the instrument
on behalf of said corporation, and acknowledged to me that such
corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year in this certificate first above



Ruth Easter
Notary Public for Idaho
Residing at Caldwell, Idaho

My commission expires: 7-1-71

Exhibit "A"

PROMISSORY NOTE

\$15,272.02

San Diego, California

February 1, 1969

In installments and at the times hereinafter stated, for value received, we, the undersigned, promise to pay to JOHN GJERDE, RAMONA GJERDE, TORRIS GJERDE and NORMA GJERDE, or order, at Reno, Nevada, the principal sum of FIFTEEN THOUSAND TWO HUNDRED SEVENTY-TWO DOLLARS and TWO CENTS (\$15,272.02), with interest from February 1, 1969, until paid at the rate of six (6%) per cent per annum payable as follows:

April 1, 1970	\$3,970.72
April 1, 1971	\$3,787.45
April 1, 1972	\$3,604.19
April 1, 1973	\$3,420.92
April 1, 1974	\$3,237.68

The above payments include principal and interest.

Should the interest not be so paid, it shall become a part of the principal and thereafter bear like interest as the principal. Should default be made in the payment of any installment of principal or interest when due, then the whole sum of the principal and interest shall become immediately due and payable at the option of the holder of this Note. Principal and interest payable in lawful money of the United States.

This Note will be secured by a Second Deed of Trust as soon as the makers hereto assume title to Parcel One, which is described in Exhibit "A" of an EXCHANGE AGREEMENT AND ESCROW INSTRUCTIONS executed by the debtors and creditors of this Note.

In the event the makers of this Note elect to exercise either one or both of the options enumerated in an instrument entitled CONTRACT/BILL OF SALE which the creditors and debtors hereto have executed under date of December 1, 1968, makers shall receive credit towards principal and interest due on this Note as set forth in that instrument entitled CONTRACT/BILL OF SALE.

In the event makers make any payments or retire this Note prematurely there shall be no prepayment penalty.

Should suit be commenced, or an attorney employed to enforce the payment of this Note, makers agree to pay a reasonable amount as and for attorney fees.

DATED: Feb 1 1969

Edward L. Distler
EDWARD L. DISTLER

Martha F. Distler
MARTHA F. DISTLER

Edward K. Distler
EDWARD K. DISTLER

Ella May Distler
ELLA MAY DISTLER

PROMISSORY NOTE

\$87,025.66

San Diego, California

December 1, 1968

In installments and at the times hereinafter stated, for value received, we, the undersigned, promise to pay to JOHN GJERDE, RAMONA GJERDE, TORRIS GJERDE and NORMA GJERDE, or order, at Reno, Nevada, the principal sum of EIGHTY SEVEN THOUSAND TWENTY-FIVE DOLLARS and SIXTY SIX-CENTS (\$87,025.66), with interest from December 1, 1968, until paid at the rate of six (6%) per cent per annum payable as follows:

Interest only shall be due and payable on April 1, 1970, in the amount of \$5,221.54.

Interest only shall be due and payable on April 1, 1971, in the amount of \$5,221.54.

April 1, 1972, \$16,099.74, including principal and interest.

April 1, 1973, \$15,447.05, including principal and interest.

April 1, 1974, \$14,794.35, including principal and interest.

April 1, 1975, \$14,151.66, including principal and interest.

April 1, 1976, \$13,494.97, including principal and interest.

April 1, 1977, \$12,842.28, including principal and interest.

April 1, 1978, \$12,189.58, including principal and interest.

April 1, 1979, \$11,636.96, including principal and interest.

Should the interest not be so paid, it shall become a part of the principal and thereafter bear like interest as the principal. Should default be made in the payment of any installment of principal or interest when due, then the whole sum of the principal and interest shall become immediately due and payable at the option of the holder of this note. Principal and interest payable in lawful money of the United States.

This Note will be secured by a Second Deed of Trust as soon as the makers hereto assume title to Parcel One, which is described in Exhibit "A" of an EXCHANGE AGREEMENT AND ESCROW INSTRUCTIONS executed by the debtors and creditors of this Note.

In the event the makers of this Note elect to exercise either one or both of the options enumerated in an instrument entitled CONTRACT/BILL OF SALE which the creditors and debtors hereto have executed under date of December 1, 1968, makers shall receive credit towards principal and interest due on this Note as set forth in that instrument entitled CONTRACT/BILL OF SALE.

In the event makers make any payments or retire this Note prematurely there shall be no prepayment penalty.

Should suit be commenced, or an attorney employed to enforce the payment of this Note, makers agree to pay a reasonable amount as and for attorney fees.

DATED: _____

Edward L. Distler
EDWARD L. DISTLER

Martha F. Distler
MARTHA F. DISTLER

Edward K. Distler
EDWARD K. DISTLER

Ella May Distler
ELLA MAY DISTLER

EXHIBIT "C".

THIS DEED OF TRUST, made the _____ day of _____, 1969, between EDWARD L. DISTLER and MARTHA F. DISTLER, his wife, and EDWARD K. DISTLER and ELLA MAY DISTLER, his wife, all of the City and County of San Diego, State of California, hereinafter called "grantors", and TITLE INSURANCE AND TRUST COMPANY, a corporation, hereinafter called "trustee", and JOHN GJERDE, RAMONA GJERDE, TORRIS H. GJERDE and NORMA GJERDE, all of the County of Eureka, State of Nevada, hereinafter called "beneficiaries"

WITNESSETH:

WHEREAS, grantors are indebted to beneficiaries in the sum of ONE HUNDRED TWO THOUSAND TWO HUNDRED NINETY SEVEN and 68/100 DOLLARS (\$102,297.68), lawful money of the United States, and have agreed and by these presents do agree to pay said beneficiaries the same with interest thereon according to the terms of a promissory note dated December 1, 1968 in the principal amount of \$87,025.66, and a promissory note dated February 1, 1969, in the principal amount of \$15,272.02, executed and delivered therefor by grantors to beneficiaries.

NOW, THEREFORE, grantors, for the purpose of securing the payment of said promissory notes and principal and interest and other amounts set forth herein, and also of all other monies herein agreed or provided to be paid by grantors, or which may be paid out or advanced by beneficiaries or trustee under the provisions of this instrument, with interest in each case, grant unto the trustee all that certain real property situate, lying and being in the Counties of Nye and Eureka, State of Nevada, and particularly described as follows, to wit:

PARCEL 1

TOWNSHIP 14 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 2: SW1/4 of NW1/4

Section 3: S1/2 of NE1/4; S1/2 of NW1/4 and Lots 3 and 4

Section 4: Lot 1 and SE1/4 of NE1/4

TOWNSHIP 15 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 28: W1/2 of SE1/4

Section 33: S1/2 of NE1/4; NW1/4 of NE1/4 and E1/2 of SE1/4

EXCEPTING all coal and other minerals.

PARCEL 2

TOWNSHIP 15 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 4: Lots 1 and 2; S1/2 of NE1/4 and SE1/4.

EXCEPTING AND RESERVING, also to the United States, all oil and gas in the land so patented, and to it or persons authorized by it, the right to prospect for, mine and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of act of July 17, 1914 (38 Statute 509).

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

This deed of trust will be and is security for payment in lawful money of the United States of any and all additional or future advances or loans which may be made by beneficiaries to grantors, and any and all monies that may hereafter become due and payable from grantors to beneficiaries, howsoever evidenced.

SIDNEY W. ROBINSON
ATTORNEY AT LAW
113 SOUTH SIERRA STREET
RENO, NEVADA

1.

Grantors expressly covenant and agree that at all times during the term hereof they will keep and maintain the above described real property and the buildings and improvements located thereon in a good state of repair, and further that they will not make any alteration or alterations to said buildings or improvements which would in any way reduce or impair or tend to reduce or impair the value of the property transferred hereunder.

Grantors expressly covenant and agree to pay all reconveyance fees charged by the aforesaid trustee at the time of payment of the indebtedness secured hereby.

The following covenants and being Covenant No. 1; Covenant No. 2, \$ _____; Covenant No. 3; Covenant No. 4, 6%; Covenant No. 5; Covenant No. 6; Covenant No. 7, 10%; Covenant No. 8 and Covenant No. 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this deed of trust.

In the event a default should occur hereunder, beneficiaries shall be entitled at any time, at their option, to enter upon and take possession of said premises, or any part thereof, and to do and perform such acts of repair or protection as may be necessary or proper to conserve the value thereof, and to rent or lease the same or any part thereof for such rental, term and upon such conditions as their judgment may dictate, and to collect and receive the rents, issues and profits thereof, which said rents, issues and profits, present and future, are hereby assigned to beneficiaries as further security, but which assignment beneficiaries agree not to enforce so long as grantors are not in default hereunder.

This deed of trust is executed by grantors and accepted by beneficiaries as a second deed of trust upon the property herein described subject and subordinate to a first deed of trust thereon dated December 28, 1965, in favor of Domingo Segura and Peggy Segura, which deed of trust is recorded in the office of the County Recorder of Eureka and Nye Counties, in Book 9, Page 395, under File No. 41589, of the Official Records of Eureka County, Nevada, and in Book 84, Page 265, under File No. 54447, of the Official Records of Nye County, Nevada.

This deed of trust is executed by grantors and accepted by beneficiaries with the understanding and upon the express condition that if grantors should make default in the payment of any installment of principal or interest required to be made under the terms and provisions of the first deed of trust herein referred to, or if grantors should otherwise make default in the performance of any of the terms and provisions of said first deed of trust then, and in that event, or in either of said events, the full amount of the indebtednesses secured hereby shall forthwith be and become wholly due and payable, notwithstanding the fact that the same would not otherwise be due according to the terms of the promissory notes secured hereby.

This deed of trust is executed by grantors and accepted by beneficiaries with the understanding and upon the express condition that if grantors should make default in the performance by them of any of the covenants and agreements herein set forth, then and in that event the full amount of the principal indebtednesses secured hereby shall forthwith be and become wholly due and payable at the option of beneficiaries notwithstanding the fact that the same would not otherwise be due according to the terms of the promissory notes secured hereby.

This deed of trust is further executed by grantors and accepted by beneficiaries with the understanding and upon the express condition that in the event grantors should default in the making of any payments provided to be made upon either of the promissory notes secured hereby, such default shall give the beneficiaries of this deed of trust the

GIDNEY W. ROBINSON
ATTORNEY AT LAW
156 SOUTH SIERRA STREET
RENO, NEVADA

2.

right to declare the full unpaid balance of both promissory notes to be wholly due and payable to the end that this deed of trust may be foreclosed for the total amount of both promissory notes secured hereby.

Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantors, beneficiaries or trustee shall be a party unless brought by trustee.

This deed of trust is executed in duplicate for recording in Eureka and Nye Counties, Nevada, each of which shall be deemed to be an original, but such instruments shall together constitute one and the same instrument.

IN WITNESS WHEREOF, grantors have executed these presents the day and year first above written.

Edward L. Distler
EDWARD L. DISTLER

Martha F. Distler
MARTHA F. DISTLER

Edward K. Distler
EDWARD K. DISTLER

Ella May Distler
ELLA MAY DISTLER

STATE OF
COUNTY OF

SS.

On _____, 1969, personally appeared before me, a notary public, EDWARD L. DISTLER and MARTHA F. DISTLER, his wife, and EDWARD K. DISTLER and ELLA MAY DISTLER, his wife, who acknowledged that they executed the foregoing instrument.

RECORDED AT THE REQUEST OF
Western Idaho Production Credit Assoc.

on March 13, 1970

at 55 mins. past 10 A. M.

in Book 34 of OFFICIAL

RECORDS, page 477-488 RECORDS

OF EUREKA COUNTY, NEVADA

Julius A. DeCarlo
Recorder

File No. 52266 Fee \$ 14.00

SIDNEY W. ROBINSON
ATTORNEY AT LAW
155 SOUTH SIERRA STREET
RENO, NEVADA