

60565

**NOTICE OF ASSIGNMENT OF ESCROW CONTRACT AND  
NOTICE OF NON-RESPONSIBILITY**

**TO WHOM IT MAY CONCERN:**

NOTICE IS HEREBY GIVEN that JOHN H. LEE and PEGGY L. LEE, his wife, having entered into an Assignment of Escrow Contract, a copy of which is attached hereto and incorporated herein by reference as Exhibit A, whereby they are purchasing pursuant to an Escrow Contract the following described real property from AREA-WEST INCORPORATED. Said real property is more particularly described as follows:

**PARCEL I:**

Lots 1 through 107, inclusive, of CRESCENT VALLEY RANCH AND FARMS MINERAL HOT SPRINGS TRAILER PARK as shown on plat filed in the office of the County Recorder of Eureka County, Nevada, on December 6, 1960, as Document No. 35162.

**PARCEL II:**

Commencing at the North one-quarter corner of Section 1, Township 29 North, Range 48 East, M.D.B.&M., thence South 1,320.0 feet to the North boundary line of Sulphur Avenue as shown on the plat of Crescent Valley Ranch and Farms Mineral Hot Springs Trailer Park as shown on plat filed in the office of the County Recorder of Eureka County, Nevada, on December 6, 1960, thence continuing south a distance of 170.00 feet to the south boundary line of Vulcan Avenue as shown on said plat, thence East a distance of 60.00 feet along the south boundary line of Vulcan Avenue to Corner No. 1, the point of beginning, thence South a distance of 350.00 feet to the Corner No. 2, thence West a distance of 280.00 feet to Corner No. 3, being the southeast corner of Lot 78 as shown on the above described plat, thence North a distance of 60.00 feet to the Northeast corner of said Lot 78 to Corner No. 4, thence East a distance of 40.00 feet to Corner No. 5, thence North a distance of 85.00 feet to the Northeast Corner of Lot 65, as shown on said plat, Corner No. 6, thence East a distance of 80.00 feet to the Southeast Corner of Lot 58 as shown on said plat, to Corner No. 7, thence North a distance of 60.00 feet to Corner No. 8, thence East a distance of 80.00 feet to Corner No. 9, thence North a distance of 85.00 feet to the Northeast corner of Lot 45, Corner No. 10, thence East a distance of 40.00 feet to the Southeast corner of Lot 31, Corner No. 11, thence North a distance of 60.00 feet, the Northeast corner of Lot 31, as shown on said plat to Corner No. 12, thence East a distance of 40.00 feet to Corner No. 1, the place of beginning.

**SUBJECT TO any and all existing roadway easements appearing on said property and/or of record.**

**TOGETHER WITH all improvements situated thereon.**

The Eureka County Assessor is hereby instructed that the taxes commencing with the tax period starting 1974-1975

shall be billed to AREA-WEST, INCORPORATED, in care of JOHN H. LEE and PEGGY L. LEE, his wife, at 251 W. Commercial Street, Elko, Nevada 89801.

NOTICE IS HEREBY GIVEN that AREA-WEST, INCORPORATED, a Nevada corporation, is the owner of the above-described real property;

That AREA-WEST, INCORPORATED, declares that JOHN H. LEE and PEGGY L. LEE, his wife, of Phoenix, Arizona, are the contract purchasers of said property by Assignment of Contract;

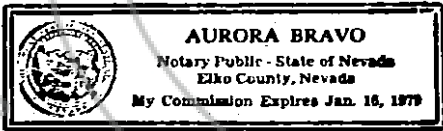
That AREA-WEST, INCORPORATED, owner, will not be responsible for the construction, alterations or repairs or for any material or labor used or to be used therein or for any work done on said property, premises, buildings or improvements, or any additions thereto, now on the land, or which has been performed, furnished or used in any manner or way on the land, property, premises, buildings, improvements or additions thereto, or which may hereafter be performed, furnished or used on the land, property, premises, buildings, improvements or additions thereto, or for the services of any architect or engineer, or for any obligations or liabilities incurred by the Mundys or Lees of any name or nature.

AREA-WEST, INCORPORATED

BY Ruby Dalton  
TITLE Vice President

STATE OF NEVADA )  
                          ) S S.  
COUNTY OF ELKO )

On November 6th, 1975, personally appeared before me, a Notary Public, Ruby Dalton, Vice President of Area-West, Incorporated who acknowledged that she executed the above instrument.



Aurora Bravo  
NOTARY PUBLIC

SEAL



EXHIBIT "A"

ASSIGNMENT OF ESCROW CONTRACT OF PURCHASE AND SALE

THIS ASSIGNMENT made and entered into this 21<sup>st</sup> day of October, 1974, by and between HAROLD DEAN MUNDY and MARCELLA LOUISE MUNDY, his wife, of Wells, Nevada, hereinafter called Assignors, and JOHN H. LEE and PEGGY L. LEE, his wife, as joint tenants with right of survivorship of Phoenix, Arizona, hereinafter called Assignees.

W I T N E S S E T H:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States in hand paid by the Assignees to the Assignors, and in further consideration of the mutual covenants, conditions, agreements, and payments to be made, kept, and performed, it is understood and agreed as follows:

1. Assignment of Escrow Contract of Purchase and Sale: Subject to written approval by AREA WEST, INCORPORATED, a Nevada Corporation, the Assignors do hereby assign that certain Escrow Contract of Purchase and Sale made and entered into on the 16th day of October, 1972, in Escrow No. 1028-N at Cattlemen's Title Guarantee Company, by and between AREA WEST, INCORPORATED, a Nevada Corporation, as Seller and PAUL LEWIS and MARILYN LEWIS, his wife, therein as Buyers, and the Assignment thereof by the LEWISES to the Assignors herein, by documents also deposited in Escrow No. 1028-N at Cattlemen's Title Guarantee Company, together with all right, title and interest of the Assignors herein in and to the following described real property situate in Crescent Valley, County of Eureka, State of Nevada:

PARCEL I

Lots 1 thru 107 inclusive of CRESCENT VALLEY RANCH AND FARMS MINERAL HOT SPRINGS TRAILER PARK as shown on plat filed in the office of the County Recorder of Eureka County, Nevada, on December 6, 1960, as document No. 35162.

VAUGHAN, HULL, WARFIS, GOICOECHEA & MILLER  
ATTORNEYS AND COUNSELORS  
890 IDAHO STREET  
ELKO, NEVADA 89801

1.



PARCEL II

Commencing at the North one-quarter corner of Section 1, Township 29 North, Range 48 East, M.D.B.&M., thence South 1,320.0 feet to the North boundary line of Sulphur Avenue as shown on the plat of Crescent Valley Ranch and Farms Mineral Hot Springs Trailer Park as shown on plat filed in the office of the County Recorder of Eureka County, Nevada, on December 6, 1960, thence continuing South in a distance of 170.00 feet to the South boundary line of Vulcan Avenue as shown on said plat, thence East a distance of 60.00 feet along the South boundary line of Vulcan Avenue to Corner No. 1, the point of beginning, thence South a distance of 350.00 feet to the Corner No. 2, thence West a distance of 280.00 feet to Corner No. 3, being the Southeast corner of Lot 78 as shown on the above described plat, thence North a distance of 60.00 feet to the Northeast corner of said Lot 78 to Corner No. 4, thence East a distance of 40.00 feet to Corner No. 5, thence North a distance of 85.00 feet to the Northeast Corner of Lot 65, as shown on said plat, Corner No. 6, thence East a distance of 80.00 feet to the Southeast corner of Lot 58 as shown on said plat, to Corner No. 7, thence North a distance of 60.00 feet to Corner No. 8, thence East a distance of 80.00 feet to Corner No. 9, thence North a distance of 85.00 feet to the Northeast corner of Lot 45, Corner No. 10, thence East a distance of 40.00 feet to the Southeast corner of Lot 31, Corner No. 11, thence North a distance of 60.00 feet, the Northeast corner of Lot 31, as shown on said plat to Corner No. 12, thence East a distance of 40.00 feet to Corner No. 1, the place of beginning.

SUBJECT TO any and all existing roadway easements appearing on said property and/or of record.

Together with all improvements situated thereon.

**2. Indemnification and Hold Harmless Agreement:**

The Assignees do hereby agree to fully and faithfully perform all of the terms and conditions of said Escrow Contract of Purchase and Sale aforementioned herein assigned to them, and to indemnify and hold the Assignors and AREA WEST, INCORPORATED harmless therefrom in each and every respect concerning said Assignors obligations of any name or nature. The Assignors do hereby acknowledge that this Assignment in no way relieves them of liability to AREA WEST, INCORPORATED by reason of said Assignees default of said Escrow Contract of Purchase and Sale.

**3. Deed, Quitclaim Deed, and Amended Escrow Instructions:**

The Assignors herein shall execute a Grant, Bargain and Sale



Deed to Assignees conveying said real property above described and Assignees shall execute a Quitclaim Deed to Cattlemen's Title Guarantee Company, Trustee for AREA WEST, INCORPORATED. That said Deed and Quitclaim Deed together with Amended Escrow Instructions shall be deposited with Cattlemen's Title Guarantee Company in the Escrow established between AREA WEST, INCORPORATED and Assignors herein. That providing the Assignees herein perform all of the terms, covenants, and conditions of said Escrow Contract including evidencing required insurance and make all payments relating thereto, the Amended Escrow Instructions shall provide that upon payment in full all of the Deeds and documents deposited in Escrow shall be delivered to the Assignees; however, in the event of default or failure to perform which default remains unremedied as provided in said Contract and Escrow Instructions, all documents shall be delivered to AREA WEST, INCORPORATED and all right, title and interest of the parties herein shall be deemed quitclaimed and transferred to AREA WEST, INCORPORATED.

4. **Notice of Non-Responsibility:** Assignees herein shall simultaneously execute a Notice of Non-Responsibility relievng AREA WEST, INCORPORATED of any and all liability and obligations of any name or nature resulting directly or indirectly from Assignees' use, ownership and occupancy of the premises and cause the same to be properly and continuously posted on said property.

5. **Payments and Other Charges:** As a prerequisite to the effectiveness of this Assignment and obtaining the consent of AREA WEST, INCORPORATED to this Agreement, it is understood that Assignors are indebted to and shall pay the following:

- a. For past due payments to AREA WEST, INCORPORATED \$ 405.00
- b. For past taxes assessed and levied against the subject property advanced by AREA WEST, INCORPORATED 191.40



- c. For past due legal fees to Vaughan, Hull, Marfisi, Goicoechea & Miller for the representation of AREA WEST, INCORPORATED in preparing previous documents 225.25
- d. For the current transaction representing AREA WEST, INCORPORATED in the preparation of these documents, to the firm of Vaughan, Hull, Marfisi, Goicoechea & Miller 225.00
- TOTAL \$1,046.65

IN WITNESS WHEREOF, this Assignment has been executed as of the date and year first above written.

ASSIGNORS:

Harold Dean Mundy  
HAROLD DEAN MUNDY

Marcella Louise Mundy  
MARCELLA LOUISE MUNDY

ASSIGNEES:

John H. Lee  
JOHN H. LEE

Peggy T. Lee  
PEGGY T. LEE

CONSENT TO ASSIGNMENT

AREA WEST, INCORPORATED, Sellers named in that certain Escrow Contract of Purchase and Sale dated October 16, 1972, and the above named Assignors, does hereby consent to the Assignment of said Contract to the Assignees above named.

DATED this 21st day of April, 1977.

RECORDED AT THE REQUEST OF  
Cattlemen's Title Guarantee Co.  
on November 10, 1975  
at 03 mins. past 8 A. M.  
in Book 52 of OFFICIAL  
RECORDS, page 579-584, RECORDS  
OF EUREKA COUNTY, NEVADA  
WILL A. DePAOLI  
Recorder  
File No. 60565 Fee \$ 8.00

AREA WEST, INCORPORATED

BY Patty Dalton  
TITLE Wife Pres.