

154677

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT, made this 26th day of April, 1992,

by and between ROY J. CASEY and CHRISTIE D. CASEY, husband and wife,
1805 Mathe Drive, Carson City, Nevada 89701, hereinafter called
Sellers, and LISA HELGENSEN, an unmarried woman, P.O. Box 179, Eureka,
Nevada 89316, hereinafter called Buyer;

W I T N E S S E T H :

WHEREAS, the Sellers are purchasing certain real and personal

property under the terms of a Contract of Purchase and Sale, dated
March 13, 1984, between ERNEST W. PETERSON and ALTA I. PETERSON,
his wife, as Sellers, and ORVILLE ROSEMORE and JACQUELINE ROSEMORE,
his wife, as Buyers, and pertaining to a parcel of land located in a

portion of Lots 15 and 16, Section 29, Township 20 North, Range 53
East, MDB&M, in the County of Eureka, State of Nevada, and more

particularly described in said Contract of Purchase and Sale, and a
Notice of said Contract having been recorded on March 15, 1984, in
the Office of the Eureka County Recorder, Eureka County, Nevada, in
Book 121 of Official Records, Page 500, File No. 92948. Said Con-

tract and Deeds in connection therewith are escrowed at the Frontier
Title Company, Elko, Nevada; and

WHEREAS, the interest of the Buyers, ORVILLE ROSEMORE and

JACQUELINE ROSEMORE, in said Contract of Purchase and Sale was

assigned to the Sellers herein by written document recorded on

December 26, 1985, in the Office of the Eureka County Recorder,

Eureka County, Nevada, in Book 142 of Official Records, Page 5. The

Deeds and other documents in connection with said assignment are also
being held in the Escrow at Frontier Title Company, Elko, Nevada; and

ROSS P. EARDLEY
ATTORNEY AT LAW
488 IDAHO STREET - P.O. BOX 391
ELKO, NEVADA 89801
(702) 738-4048

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EXCEPTING THEREFROM all the oil and gas in and under said land as reserved in Patent from the United States of America, recorded March 21, 1966, in Book 10, Page 205, Official Records, Eureka County, Nevada.

Beginning at a point from which the Northeast corner of Lot 16, Section 29, Township 20 North, Range 53 East, MDB&M, bears South 89°50'12" East, 430.0 feet; Thence South 0°26' West, 512.4 feet to the North line of U.S. Highway 50; Thence North 70°5'29" West, 1515.94 feet, along the said North right of way line; Thence South 89°50'12" East, 1421.4 feet to the true point of beginning.

A parcel of land situate in the County of Eureka, State of Nevada, located in portions of Lots 15 and 16, Section 29, Township 20 North, Range 53 East, MDB&M, more particularly described as follows:

cally described as follows:

1. ASSIGNMENT: The Sellers hereby sell, assign, transfer and set over to the Buyer, all of their interest, right and title in and to that certain Contract of Purchase and Sale, which Contract is more specifically described above. This Assignment includes all the rights, privileges and benefits of the Sellers in and to the aforementioned Escrow at the Frontier Title Company, Elko, Nevada, and all documents held by said Escrow Agent, and all the right, title and interest of the Sellers in and to the said real property described in said Contract of Purchase and Sale, which property is more specifically described as follows:

hereby agree as follows:

NOW THEREFORE, in consideration of the premises and other good and valuable consideration and the mutual covenants and agreements herein contained and agreed to be kept by the parties, the parties do hereby agree as follows:

WHEREAS, the Sellers herein desire to sell and assign to the Buyer herein all of their interest in and to said Contract of Purchase and Sale and the property described therein; and the Buyer desires to purchase said property and is willing to assume the obligation of the Sellers under the terms of said Contract;

reserved until the above mentioned Contract of Purchase and Sale has

4. TITLE: It is understood that title to the above property is

able for the same.

of said property; and from and after the date hereof shall be respon-

3. POSSESSION: The Buyer has the immediate right to the possession

further obligation and liability in connection with said Contract.

herein, and to hold the Sellers herein free and harmless from any

and conditions of said Contract heretofore required of the Sellers

Buyer further assumes and agrees to perform all of the other terms

are \$247.25, including interest at the rate of 10% per annum. The

August 1, 1992. It is understood that the monthly payments

shall commence making monthly payments with the payment due on

1992, payment. There is no default in said Contract. The Buyer

payments thereon have been made to and including the July 1,

\$ 14,315.38, with interest paid to July 1, 1992, and that the

The Sellers warrant that the balance owing on said Contract is

above mentioned Escrow.

at the Frontier Title Company, Elko, Nevada, in connection with the

to ERNEST W. PETERSON and ALTA I. PETERSON, which payments are made

thereof, the balance of principal and interest due on said Contract

Assignment, hereby assumes and agrees to pay, according to the terms

2. ASSUMPTION AGREEMENT: The Buyer, in consideration of the above

to know the terms and conditions thereof.

that she has had an opportunity to review said Contract of Sale and

tions of said Contract of Purchase and Sale. The Buyer acknowledges

This Assignment is made subject to all of the terms and condi-

sitate thereon.

TOGETHER with any and all buildings and improvements

easements and rights of way of record.

SUBJECT to all prior reservations, restrictions,

been paid in full. Sellers herein warrant that they have caused no liens or encumbrances against said property and that upon the Buyer faithfully completing the terms of this Assignment and Assumption Agreement and the terms and conditions of the original Contract of Purchase and Sale, good and merchantable title to said property shall be delivered to the Buyer, as set forth in the original Contract of

Purchase and Sale. 5. DEFAULT: If the Buyer herein fails to comply with this Assignment and Assumption Agreement or fails to perform any of the terms and conditions of the original Contract of Purchase and Sale, then the Buyer herein shall be subject to all the terms and conditions of said original Contract of Purchase and Sale pertaining to default, and ERNEST W. PETERSON and ALTA I. PETERSON may exercise against the Buyer herein all rights and remedies as set forth in said original Contract.

6. ESCROW: Coincidentally with the execution of this Assignment, the Sellers shall execute a good and sufficient grant, bargain and sale Deed conveying the above described real property to the Buyer, and said Deed shall be placed in the Escrow. The Escrow Agent is authorized to deliver said Deed and all other documents in Escrow to the Buyer upon the payment of said Contract in full.

Also coincidentally with the execution of this Assignment, the Buyer shall execute a Quitclaim Deed to ERNEST W. PETERSON and ALTA I. PETERSON, the Sellers named in the original Contract of Purchase and Sale, as joint tenants with right of survivorship, and said Quitclaim Deed shall be placed in the Escrow. In the event of default by the Buyer, and after due notice and demand as set forth in Paragraph XIV of said Contract of Purchase and Sale, the Escrow Agent is authorized to deliver said Quitclaim Deed to ERNEST W. PETERSON and ALTA I. PETERSON, or their order, and all payments theretofore

CHRISTIE D. CASEY
Christie D. Casey
ROY J. CASEY
Roy J. Casey
LISA HELGENSEN
Lisa Helgesen

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

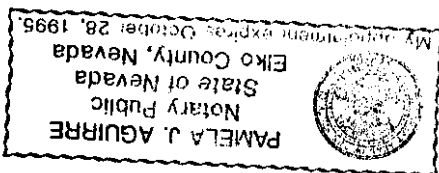
7. BINDING: This Assignment and Assumption Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of the respective parties hereto, subject to the Sellers contracting as joint tenants with right of survivorship.

The Buyer's address for giving Notice and for all other purposes in connection with this Contract is P.O. Box 179, Eureka, Nevada 89316.

This Assignment shall then be null and void and the Escrow Agent shall cancel the above mentioned grant, bargain and sale Deed from the Sellers herein (Casey) to the Buyer herein (Helgesen). This Assignment shall serve as Escrow Instructions to the Escrow Agent, and said Escrow Agent shall be held liable only for willful or gross negligence.

made by the Buyer herein shall be forfeited as liquidated damages.

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
BOOK 274 PAGE 191
94 AUG 18 PM 1:12
EUREKA COUNTY NEVADA
H.M. REBALATI, RECORDER
FILE NO. 154677
FEES 12.00

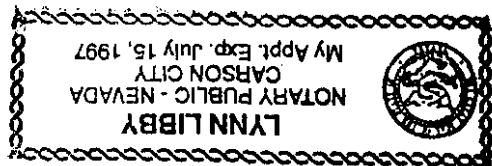


[Signature]
NOTARY PUBLIC

On this 9th day of May, 1992, personally appeared before me, a notary public, LISA HELGENSEN, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged that she executed the instrument,

STATE OF NEVADA)
COUNTY OF ELKO)
: SS.)

[Signature]
NOTARY PUBLIC



On this 26th day of April, 1992, personally appeared before me, a notary public, ROY J. CASEY and CHRISTIE D. CASEY, personally known (or proved) to me to be the persons whose names are subscribed to the above instrument, who acknowledged that they executed the instrument.

STATE OF NEVADA)
COUNTY OF CARSON)
: SS.)

DECLARATION OF VALUE

Recording Date 8/18/94 Book 274 Page 191 Instrument # 154677

Full Value of Property Interest Conveyed \$ 14,315.38
 Less Assumed Liens & Encumbrances 14,315.38
 Taxable Value (NRS 375.010, Section 4) \$ 0
 Real Property Transfer Tax Due \$ 0

If exempt, state reason. NRS 375.090, Section 4 Explain: _____

INDIVIDUAL

Under penalty of perjury, I hereby declare that the above statements are correct.

Signature of Declarant _____

Name (Please Print) _____

Address _____

City _____

State _____

Zip _____

ESCROW HOLDER

Under penalty of perjury, I hereby declare that the above statements are correct to the best of my knowledge based upon the information available to me in the documents contained in the escrow file.

Signature of Declarant _____

Darlene M. Butler

Name (Please Print) _____

Escrow Number 43224-KB

FRONTIER TITLE COMPANY

Firm Name _____

445 Fifth Street

Address _____

Elko, Nevada 89801

State _____

Zip _____

Tax paid for the above transfer on _____
 per NRS 375.030, Section 3. Aug 18 1994

Signature of Recorder or Representative _____

William Stegeman, Deputy