

171951

ASSIGNMENT OF SELLER'S INTEREST  
IN AGREEMENT

THIS ASSIGNMENT, made and entered into this 25<sup>th</sup> day of January, 1999, by and between Jeff Lynn aka Jeffrey A. Lynn, individually, of HC66 Box 6, Unit 2, Beowawe, Nevada 89821, hereinafter referred to as Assignor, and Tripp Lumber Company Employees Pension and Profit Sharing Plans, P.O. Box 7069, Missoula, Montana 59807, hereinafter referred to as Assignee.

For and in consideration of the sum of Ten and No/100ths Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby assign and deliver to the Assignee all of the Assignor's right, title and interest in and to the real property described herein and to all payments due under or to be paid under that certain Agreement for the period commencing the date of execution of this Agreement until the Assignee has received certain payments.

The parties agree that all payments made by the buyer under said AGREEMENT, commencing with the payment due February 21, 1999, shall be made to the Assignee in care of Escrow Services, of P.O. Box 327, Kalispell, Montana 59903-0327, until the Assignee has received 120 payments of ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00) each. Once the Assignee has received the above scheduled payments, all of the Assignee's right, title, and interest in said AGREEMENT shall thereupon terminate and all funds in excess of the above payments will revert to the Assignor and said Assignor shall reassume all duties and obligations under the terms of said AGREEMENT the same as if this assignment had not occurred.

Said AGREEMENT is dated January 21, 1997, and of record by that document of recording, recorded January 23, 1997, in Book 305, Page 206, as Document No. 165916 of Official Records in which Jeffrey A. Lynn was the Seller and Leonard G. Smith and Maria M. Smith were the Buyers. Said AGREEMENT is for the sale and purchase of the following real property situated in the County of Eureka, State of Nevada, to-wit:

**TOWNSHIP 30 NORTH, RANGE 48 EAST, M.D.B.&M.**

Section 11: NW1/4SE1/4

ALSO delineated as Parcel No. 5 on Division of Land Map for Jack M. Cornelius, filed in the Office of the County Recorder of Eureka County, on November 27, 1978, as File No. 66797, located in a portion of the East half (E1/2) of Section 11, Township 30 North, Range 48 East, M.D.B.&M.

EXCEPTING THEREFROM all petroleum, oil, natural gas and products derived therefrom, within or underlying said land or that may be produced therefrom, as reserved by Southern Pacific Land Company in deed recorded September 24, 1951, in Book 24, Page 168, Deed Records, Eureka County, Nevada.

SUBJECT to easements, covenants, conditions and restrictions of record.

In the event of the failure of the buyers under said AGREEMENT to make any of the payments to which the Assignee is entitled hereunder, the parties agree that the Assignee

In the event Assignor fails to perform the Seller's obligations in said AGREEMENT, Assignor hereby irrevocably appoints Assignee as Assignor's Attorney-in-fact to take all lawful means to secure, enforce and protect the rights transferred hereunder in the same manner and to the same intent and purposes as the Assignor might or could do were these presents not executed.

Assignor agrees to perform all obligations required of the Seller by said AGREEMENT and to indemnify and hold Assignee harmless from any breach of Seller's obligation including but not limited to Attorneys' fees. In the event legal or equitable action is taken to enforce any provisions of that certain AGREEMENT and/or this ASSIGNMENT, the prevailing party is to be awarded their court costs and reasonable Attorney's fees, all as determined by the appropriate court.

Assignor hereby instructs the Escrow Agent above named to distribute to Assignee or its order, all payments hereafter received by Escrow Agent to which Assignor would have been entitled had these presents not been executed. The Escrow Agent and Buyer shall deal with Assignee herein as Seller in place of the undersigned for the purpose of payment and remitting payment under the said AGREEMENT.

The parties agree that in the event said AGREEMENT is prepaid, totally or partially, prepayment shall be credited first to the Assignee in the manner described in the Amortization Schedule attached hereto and incorporated herein as Exhibit A as of the date of the prepayment.

Assignor has this date executed a Warranty Deed to the above described property in favor of Assignee and has delivered the same to the Escrow Agent above named and hereby instructs said Escrow Agent to further deliver said Warranty Deed to Assignee in the event of default and forfeiture of the Buyer's interest as provided in the above described AGREEMENT. It is further agreed that the aforementioned Warranty Deed be delivered to Assignee upon the occurrence of any one of the following events: petition in bankruptcy filed by or against Assignor; death of Assignor; incompetency of Assignor. Assignee has this date executed a Quit Claim Deed delivered into escrow to be delivered to original buyer upon full performance of the AGREEMENT.

Assignor expressly warrants that he is the owner of said AGREEMENT and that he has the authority to assign and transfer the same free of all encumbrances and further warrants that the unpaid principal balance due under said AGREEMENT is \$17,484.79 plus 9% interest from the date of the last payment made, January 21, 1999, to the execution of this AGREEMENT, \_\_\_\_\_, 1999.

IN WITNESS WHEREOF, the Assignor has executed the within instrument the day and year first above written.

ASSIGNOR: Jeff Lynn AKA Jeffrey A. Lynn  
Jeff Lynn aka Jeffrey A. Lynn

State of Nevada     )  
                              : ss  
County of Eureka    )

On this 26 day of January, 1999, Before me, the undersigned, a Notary Public for the State of Nevada, personally appeared Jeff Lynn aka Jeffrey A. Lynn known to me to be the

BOOK 325 PAGE 512  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Just American*  
99 MAR -1 AM 9:36

EUREKA COUNTY NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEES \$9.00

**171951**

COPY

DECLARATION OF VALUE

Recording Date 3-1-99 Book 325 Page 512 Instrument # 171951

Full Value of Property Interest Conveyed \$ 11,000.00  
Less Assumed Liens & Encumbrances - \_\_\_\_\_  
Taxable Value (NRS 375.010, Section 2) \$ \_\_\_\_\_  
Real Property Transfer Tax Due \$ 14.30

If exempt, state reason. NRS 375.090, Section \_\_\_\_\_ 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.

Margaret A. Durand  
Signature of Declarant

Margaret A. Durand  
Name (Please Print)

1998-06614-PAD  
Escrow Number

FIRST AMERICAN TITLE COMPANY  
Firm Name

331 7th Street  
Address

Elko NV 89801  
City State Zip