ASSIGNMENT

WHEREAS, Lee H. Fenison and Elizabeth J. Fenison did on or about the 9th day of May, 1971; enter into a contract of conditional sale, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, default has been made thereunder and the Buyers therein are unable to fulfill the terms thereof; and

WHEREAS, the Sellers therein have taken possession of the premises and negotiated a sale thereof to DONNA SIMS and STANLEY SIMS; and

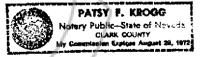
WHEREAS the Sellers therein have agreed to absorb all costs incurred by them as a result of the default of the Buyers:

ELIZABETH J. FENISON does, by these presents, for and in condieration of release of further liability under the terms of Exhibit "A", as-sign and quitclaim all her right, title and interest in and to Exhibit "A" unto DONNA SIMS and STANLEY SIMS and their heirs forever.

Elizabeth J. Hairon

STATE OF NEVADA)
: s
COUNTY OF CLARK)

On this <u>240</u>day of <u>July</u> 1972, personally appeared before me, a Notary Public, ELIZABETH J. FENISON, who acknowledged to me that she executed the above instrument.



Atam Thoggan Public

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MISCELLANOUS JNTY LEVADA RECORDS LINCOLN

## CONTRACT OF COMDITIONAL SALE

This agreement, made this 3rd day of May, 1970 by and between Leo L. Galloway and Elva M. Galloway, his wife, as Setlers and Lee M. Featson and Elizabeth J. Penison, his wife, as Buyers.

5 Sallers agree to sell and buyers agree to buy the following described real property upon the terms conditions set below, as follows:

That certain parcel of land located in Panaca, Lincoln County, Nevada, described as follows:

of the county Recorder of said Limcoln County, Nevada, and to which said plat, and thereof, All of the North half (Nt) of lot numbered Two (2) in Block Numbered Twenty Eight (28) (Said half fronting 264 feet on H street and 132 feet on Fourth Street) as same is platted reference is hereby made for a more full and complete description of said one half lot. and described on the official play of said twon now on file and of record in the office

Together with one half share (%) of water being one-half share in the Panaca Irrigation Company Company - This half share represented on Certificate No. 280 of the Panaca Irrigation Company

wherever furnishings are left with it, a power lawn mover, a 280 gallon propage tank, all improvements. Together with the loan of a rototiller, garden house and some tools for the balance of the summer. Rototiller to be recovered by the Sellers this fall or next Spring. Full purchase price is to be six Thousand Dollars (\$6,000.00) and to be paid as follows: Together with one Paramount House trailer (1957) 45 imes 10 Serial Number 4 513200 with

of 71 per annum on this unpaid balance to be charged. of 7% per annum on this unpaid balance to be charged. After \$2500.00 is paid, the payments to be \$ 7 5.00 per month including 7% interest until the full price of \$ 6000.00 be paid. Suyers may at their election \$500.00 as of May 10th, 1970. - \$200.00 per month until the down payment of 2500.00 is paid.

In treast free for the first six months or until November 15th, 1970. Thereafter interest at the rate pay all or any part in advance without penalty.

Sellers warrant marketable titls to the property, at the time of final payment and shall furnish, mot later than thirty days after final payment, shall funish, execute and deliver to said buyers their conveyance of the premises above described, with title to the trailer.

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Exhibit

labor and materials, and will save sellers harmless against loss therefrom. Seller shall pay taxes to Jume let, 1970 and after that date byyers shall pay all such taxes and these current ell liens against the property by payment, before delinquency of taxes and charges for

alternative to correct the default within thirty days. After such notice, unless Buyers shall correct Sellers may declare Beyers in default and require Buyers to surrander possession of the premises, or in such default, Suyers rights bersunder shall be cancelled and forfeited; all payments shall be retained the Sellers as repred and liquidated damages; an In the event of buyers failure to perform under this contract promptly the times mentioned hereis, is the event any suit is filed, or services of an attorney engaged by Sellers, after defut, for of recovering possession of the premises. and buyers agree to pay reasonable costs and attorney

This agreement is finding upon and ingres to the benefit of the buyers as joint tenants a (not tenants) in common) with the rights of survivorship; and all payments under this contract to be paid are, by this instrument made to Sellers as joint tenants with rights of survivorship, and to the personal representative heirs and sasigns.

In Witness Whereof the parties hereto have hereunto set their hands this Tenth day of May, 1970.....

Sellers 1 E F 10/ Leo L. Galloway Lee H. Fenison Elva M. Galloway Elizabeth J. Femison Elizabeth J. Femison

Galloway; and Lee H. Fenison & Elizabeth J. Fenison, known to me to be the persons described in and On this 9th day of May A.D., one thousand nine hundred and seventy, personally appeared before we. College Flinspach, a Motary Public in and for the said County of Lincoln, Leo L. Galloway & Elva M. COUNTY OF LINCOLN )

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executed the foregoing instrument, who acknowledged to me that they executed the same and for the uses and purposes therein mentioned. No. 49830 filed and recorded at the request of Lee H. Fenison at 40 min. past 11 a.m. this lat day of February A.D., 1971. IN WITHESS WHEREOF, I have hereunto County of Lincoln, the day and year in the (HOTANIAL STAR e hereunto set my hand and affixed my official stamp at my office in the year in this certificate first above written. 51799 FILED AND RECORDED AT REQUEST OF
Raymond Free County Recorder July 25, 1972

35 MINUTES PAST 4 O'CLOCK
M IN BOOK 4 OF OFFICIAL
CORDS. PAGE 503-506 LINCOLN RECORDS, PAGE . freely and voluntarily 4 MGE 506 BOOK