

"THIS IS A LEGALLY BINDING CONTRACT IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE."

ASSIGNMENT OF CONTRACT

THIS AGREEMENT, made in the City of Cedar City, State of Utah on the 25 day of September, 1974, by and between DON SCOTT WADSWORTH and MARCIA R. WADSWORTH, aka MARCIA K. WADSWORTH hereinafter referred to as the assignors, and STATE BANK OF SOUTHERN UTAH hereinafter referred to as the assignees,

WITNESSETH:

WHEREAS, under date of September 26, 1972, PRESTON R. PRICE and LUCILE R. PRICE, as sellers, entered into a Uniform Real Estate Contract with DON SCOTT WADSWORTH and MARCIA K. WADSWORTH aka MARCIA R. WADSWORTH as buyers, of Panaca, Nevada, which contract is delivered herewith, wherein and whereby the said sellers agreed to sell and the said buyers agreed to purchase, upon the terms, conditions, and provisions therein set forth, all that certain land, with the buildings and improvements thereon, erected, situate, lying and being in the County of Lincoln, State of Nevada, and more particularly described as follows:

Lot 70 in Sun Gold Manor Unit No. 1, in the town of Panaca, Nevada, together with 6 room house with 2 car garage.

to which agreement in writing, reference is hereby made for all of the terms, conditions and provisions thereof, and

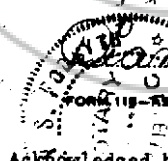
WHEREAS, the assignees desire to acquire from the assignors all of the right, title and interest of the assignors in said property above described as evidenced by said written agreement.

NOW, THEREFORE, it is hereby mutually agreed as follows:

- 1. That the assignors in consideration of the Payment of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, assign to the assignees, all their right, title and interest in and to said above described property as evidenced by the aforesaid Uniform Real Estate Contract of September 26, 1972, concerning the above described property.
2. That to induce the assignees to pay the said sum of money and to accept the said contract, and the rights obligation pursuant thereto the assignors hereby represent to the assignees as follows:
a. That the assignors have duly performed all the conditions of the said contract.
b. That the contract is now in full force and effect and that the unpaid balance of said contract is \$3100, with interest paid to the day of 1972, interest free.
c. That said contract is assignable.
3. That in consideration of the assignors executing and delivering this agreement, the assignees covenant with the assignors as follows:
a. That the assignees will duly keep, observe and perform all of the terms, conditions and provisions of the said agreement that are to be kept, observed and performed by the assignors.
b. That the assignees will save and hold harmless the assignors of and from any and all actions, suits, costs, damages, claims and demands whatsoever arising by reason of an act or omission of the assignees.

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

Signatures of Don Scott Wadsworth, Marcia R. Wadsworth, and Notary Public Stanley J. Frisvold. Includes witness signature of Gail P. Christensen and Edward L. Christensen.



APPROVED FORM - UTAH SECURITIES COMMISSION. Acknowledged before me this 25th day of September, 1974 by Don Scott Wadsworth and Marcia R. Wadsworth, aka Marcia K. Wadsworth. My Commission Expires: March 10, 1978. Notary Public residing at Cedar City, Utah.

BOOK 11 PAGE 462

Lincoln County

BOOK 6 OF OFFICIAL RECORDS PAGE 427
LINCOLN COUNTY NEVADA RECORDS

CONTRACT OF SALE

This contract, entered into this 25th day of September, 1972, between Preston R. Price and Lucille S. Price, his wife, of Panaca, Nevada, as the sellers, and Ben Scott Madgorth of Panaca, Nevada, as the purchaser;

*P. Preston R. Price
Madgorth*

WITNESSETH:

1.

The sellers agree to sell Lot #70 in Sun Bold Manor together with three bedroom house and improvements.

2.

The Buyer agrees to pay the sellers the sum of Six Thousand Eight Hundred and No/100 (\$6,800.00) Dollars with One Thousand Five Hundred and No/100 (\$1,500.00) Dollars down, the receipt of which is hereby acknowledged by the sellers, and the balance of Five Thousand Three Hundred and No/100 (\$5,300.00) Dollars is to be paid in monthly installments of One Hundred and No/100 (\$100.00) Dollars, or more, per month. No interest on the balance. The first payment shall be made on December 1, 1972, and the subsequent payments on the 1st calendar day of each month.

3.

It is understood that all of the 1972 taxes due and owing on the property herein as of the date of transfer and conveyance shall be paid by Seller; thereafter all future taxes shall be paid by Buyer separate and apart from any monthly payments called for herein.

4.

It is further understood and agreed that if the purchaser shall fail for a period of sixty (60) days after the aforesaid installments are due and payable under the terms of this agreement on either principal, interest or assessments as may be advanced by Seller for the protection of the property described herein, then Seller shall be released from all obligations in law or equity to convey said property and Buyer shall forfeit all rights thereto, and any and all payments theretofore made by Buyer shall be considered as rent and compensation for the use and occupancy of said premises and shall be retained by Seller.

5.

Seller agrees to deliver to Buyer after all terms of the agreement are fulfilled, a good and sufficient deed conveying said real property free and clear of all encumbrances made, done or suffered by Seller.

6.

The Buyer shall be entitled to possession of the premises above described so long as the covenants and agreements of the agreement are performed and Buyer is not in default in the terms as herein set forth.

Lincoln County

7.

The terms, conditions and covenants of this agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns of the respective parties hereto.

8.

Buyer agrees to carry and maintain adequate insurance against loss of the premises by fire in the sum equal to the unpaid balance due on the purchase price, which said insurance shall be carried and maintained for the benefit of the Seller and Buyer as their respective interests herein appear.

IN WITNESS WHEREOF: The parties hereto have executed these presents in duplicate the day and year first above written.

Don A. H. Whitworth (Buyer) Richard P. Price (Seller)
Marianne P. Whitworth (Buyer) Lucille R. Price (Seller)

STATE OF NEVADA }
COUNTY OF LINCOLN } ss

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County of Lincoln, State of Nevada, the day and year in this certificate first above written.



Margaret H. Jones
Notary Public in and for Lincoln County, Nevada.

52437 No. 55147
FILED AND RECORDED AT REQUEST OF State Bank of Southern Utah
December 22, 1972 Oct. 7, 1974
AT 30 MINUTES PAST 3 O'CLOCK AT 1 MINUTES PAST 1 O'CLOCK
P.M. IN BOOK 11 OF OFFICIAL RECORDS, PAGE 462-464 LINCOLN COUNTY, NEVADA.