

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

For TEN DOLLARS and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, THE ANSCHUTZ CORPORATION, 2400 Anaconda Tower, 555 Seventeenth Street, Denver, Colorado, (Anschutz), hereby sells, assigns, transfers and sets over unto CONTINENTAL ILLINOIS ENERGY DEVELOPMENT CORPORATION, 231 South La Salle Street, Chicago, Illinois 60693, (the Grantee), an overriding royalty interest of one-fourth of one percent of all oil, gas and other hydrocarbons produced, saved and sold from those certain leases described in Exhibit A attached hereto and made a part hereof, insofar as they cover the land described in Exhibit A (the Leases).

This Agreement is subject to the following terms and conditions:

- A. The overriding royalty interest conveyed herein is subject to the terms and provisions of the Leases and any amendments or modifications thereto.
- B. Said overriding royalty interest shall be free and clear of all drilling, developing, and operating costs and expenses except such costs attributable to Grantee's interest, if any, incurred in dehydrating, treating, transporting, boosting, compressing or otherwise processing such hydrocarbons in order to make them marketable. The hydrocarbons covered by this interest shall be calculated after deducting any oil and gas used for operations on the Leases, and Anschutz may elect to deduct the proportionate part of fuel used in any central plant serving any of the Leases or wells or to use other fuel than the identical oil and gas produced from operations on the premises, without limiting Anschutz' right to deduct Grantee's proportionate share of any hydrocarbons so used, but Grantee shall bear and pay all taxes of every nature whatever, which may now or hereafter be applicable to or in any manner connected with or a lien upon the overriding royalty interest conveyed herein or the production attributable thereto, including without limitation all production, severance, gathering, transportation or similar taxes attributable to Grantee's interest, and such other costs and charges as would be applicable to and similarly borne by lessors' royalties under the

terms of the Leases. If gas produced under the Leases or from land pooled therewith is reinjected into injection wells situated on land covered by the Leases or land pooled therewith in connection with any recycling or pressure maintenance program, the quantity of gas produced under the Leases or from land pooled therewith which is thus reinjected into said injection wells shall be deducted before the overriding royalties herein assigned are computed. No overriding royalties shall be payable upon gas and casinghead gas used for recycling or repressuring operations benefiting such lands. If the Leases provide that shut-in gas payments shall be made as royalties rather than rentals, Grantee shall not be entitled to any payment with respect to said overriding royalty in connection with such payments. Except as may be otherwise provided in this assignment, the overriding royalty herein assigned shall be treated, computed, paid and delivered to Grantee in the same manner and under the same terms and conditions as are provided in each of the Leases for the payment or delivery of royalties to the lessor therein.

C. Anschutz reserves the right to pool and unitize the overriding royalty in the same manner and under the same and identical terms, conditions and provisions as each of the lessor's royalties may be pooled and unitized under the terms of each of the Leases. If requested, Grantee agrees to consent to and join any unit operation.

D. The overriding royalty herein assigned is based upon the assumption that each of the Leases cover the entire oil and gas mineral estate in the lands described in each of the Leases. If the lessor, in any particular lease, owns less than the entire and undivided fee, then as to said lease or leases said overriding royalty shall be payable to Grantee in the proportion which the interest of the lessor in said land bears to the entire and undivided fee.

E. Nothing contained in this Assignment shall be deemed or construed to require Anschutz to keep, drill upon, produce from or operate the Leases. Anschutz reserves the right to act or omit to act in such manner that the Leases or any of them terminate or expire for any reason whatsoever.

F. Anschutz shall grant a substitute overriding royalty interest for any renewal or extension of any of the Leases or any new lease covering the same

Lincoln County

lands as any of the Leases which are taken or acquired by Anschutz, its successors and assigns, within a period of six months from date of termination of any of the Leases as to the land and minerals covered and affected by the new lease. Such renewal or extension shall include acquisitions made by participating partners of Anschutz; provided however, that Anschutz actually acquires an interest under such renewal or extension.

G. It is agreed that with respect to U. S. government leases only, the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less. Anschutz represents that the total of such burdens on federal leases covered hereby does not exceed 17½ percent.

This Assignment is executed this 16th day of July, 1980, without warranties of title, whether express or implied. Rights and obligations under this Assignment shall be binding upon and inure to the benefit of Anschutz, Grantee and their respective personal representatives, heirs, successors and assigns.

THE ANSCHUTZ CORPORATION

ATTEST

BY Timmye S. Christensen By Lillian F. Lentz
Asst. Secy. Lillian F. Lentz, Asst. Vice President

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 16th day of July, 1980, by LILLIAN F. LENTZ as Asst. Vice President and TIMMYE S. CHRISTENSEN as Asst. Secretary of THE ANSCHUTZ CORPORATION.

My Commission Expires:

November 22, 1981

James B. Trase
Notary Public

I reside at: Aurora, Colorado

LEASE SCHEDULE

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EXHIBIT "A": PAGE STATE OF Nevada COUNTY OF Lincoln

LEASE NO	LISSOR	LESSEE	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES	RECAPTURED (A-M)
NV-4487-A	N-20139	The Anschutz Corporation	12-1-79	10 yrs.	T10S-R66E, MDM Section 1: All Section 2: All Section 11: All Section 12: All	2560.00	2560.00	
NV-4487-B	N-20140	The Anschutz Corporation	12-1-79	10 yrs.	T10S-R66E, MDM Section 13: All Section 14: All Section 23: All Section 24: All	2560.00	2560.00	
NV-4487-C	N-20141	The Anschutz Corporation	4-1-79	10 yrs.	T10S-R66E, MDM Section 25: All Section 26: All Section 35: All Section 36: All	2560.00	2560.00	
NV-4487-D	N-20142	The Anschutz Corporation	12-1-79	10 yrs.	T10S-R66E, MDM Section 3: All Section 10: All Section 15: All Section 22: All	2560.00	2560.00	
NV-4487-E	N-20143	The Anschutz Corporation	4-1-79	10 yrs.	T10S-R66E, MDM Section 27: All Section 34: All T104S-R66E, MDM Section 34: All Section 35: All	2288.00	2288.00	
NV-4487-F	N-20144	The Anschutz Corporation	4-1-79	10 yrs.	T104S-R66E, MDM Section 36: All	504.00	504.00	

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EXHIBIT "A", PAGE Nevada STATE OF COUNTY OF Lincoln

LEASE NO	LESSOR	LESSEE	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES	RECORDED BOOK PAGE
NV-4487-K	N-20145	The Anschutz Corporation	12-1-79	10 yrs.	T10S-R67E, MDM Section 23: All Section 24: All Section 25: All Section 26: All	2560.00	2560.00	
NV-4487-L	N-20146	The Anschutz Corporation	12-1-79	10 yrs.	T10S-R67E, MDM Section 27: All Section 28: All Section 29: All Section 30: All Section 31: All	2560.00	2560.00	
NV-4487-M	N-20147	The Anschutz Corporation	12-1-79	10 yrs.	T10S-R67E, MDM Section 32: All Section 33: All Section 34: All Section 35: All Section 36: All	2044.00	2044.00	
NV-4487-N	N-20148	The Anschutz Corporation	4-1-79	10 yrs.	T10S-R67E, MDM Section 31: All Section 32: All Section 33: All	1505.00	1505.00	
NV-4487-O	N-20149	The Anschutz Corporation		10 yrs.	T11S-R67E, MDM Section 1: All Section 2: All Section 3: All Section 4: All	2560.00	2560.00	
NV-4487-P	N-20150	The Anschutz Corporation		10 yrs.	T11S-R67E, MDM Section 9: All Section 10: All Section 11: All Section 12: All	2560.00	2560.00	

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EXHIBIT "A", PAGE Nevada COUNTY OF Lincoln

LEASE NO.	LISSOR	LESSEE	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES	RECORDED BOOK PAGE
NV-4487-Q	N-20151	The Anschutz Corporation		10 yrs.	T11S-R67E, NDM Section 13: All Section 14: All Section 15: All Section 16: All	2560.00	2560.00	
NV-4487-R	N-20152	The Anschutz Corporation		10 yrs.	T11S-R67E, MDM Section 21: All Section 22: All Section 23: All Section 24: All	2560.00	2560.00	
NV-4487-T	N-20154	The Anschutz Corporation		10 yrs.	T11S-R67E, MDM Section 33: All Section 34: All Section 35: All Section 36: All	2560.00	2560.00	
NV-4487-U	N-20155	The Anschutz Corporation	12-1-79	10 yrs.	T11S-R67E, MDM Section 5: All Section 6: All Section 7: All Section 8: All	2544.00	2544.00	
NV-4487-V	N-20156	The Anschutz Corporation		10 yrs.	T11S-R67E, MDM Section 17: All Section 18: All Section 19: All Section 20: All	2547.00	2547.00	
NV-4487-W	N-20157	The Anschutz Corporation	4-1-79	10 yrs.	T11S-R67E, NDM Section 29: All Section 30: All Section 31: All Section 32: All	2550.00	2550.00	

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EXHIBIT "A" PAGE 25 STATE OF Nevada COUNTY OF Lincoln

LEASE NO	LISSOR	LISEE	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES	RECORDED REMAINING PAGE
NV-4487-X	N-20158	The Anschutz Corporation		10 yrs.	T12S-R67E, MDM Section 1: All Section 2: All Section 3: All Section 4: All	2560.00	2560.00	
NV-4487-Y	N-20159	The Anschutz Corporation	4-1-79	10 yrs.	T12S-R67E, MDM Section 9: All Section 10: All Section 11: All Section 12: All	2560.00	2560.00	
NV-4487-Z	N-20160	The Anschutz Corporation	4-1-79	10 yrs.	T12S-R67E, MDM Section 13: All Section 14: All Section 15: All Section 16: All	2560.00	2560.00	
NV-4487-DD	N-20161	The Anschutz Corporation	4-1-79	10 yrs.	T12S-R67E, MDM Section 5: All Section 6: All Section 7: All Section 8: All	2553.00	2553.00	
NV-4487-EE	N-20162	The Anschutz Corporation	9/1/79	10 yrs.	T12S-R67E, MDM Section 17: All Section 18: All	1277.00	1277.00	
NV-4487-KK	N-20166	The Anschutz Corporation	4-1-79	10 yrs.	T10S-R68E, MDM Section 1: Lots 1-4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{4}$ Section 2: Lots 1-4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{4}$ Section 3: Lots 1-4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{4}$ Section 4: Lots 1-4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{4}$	2565.92	2565.92	

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EXHIBIT "A", PAGE STATE OF Nevada COUNTY OF Lincoln

LEASE NO.	LESSOR	LESSEE	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES	RECORDED BOOK PAGE
NV-4487-LL	N-20167	The Anschutz Corporation	12-1-79	10 yrs.	T10S-R68E, MDM Section 9: All Section 10: All Section 11: All Section 12: All	2560.00	2560.00	
NV-4487-MM	N-20168	The Anschutz Corporation	12-1-79	10 yrs.	T10S-R68E, MDM Section 13: All Section 14: All Section 15: All Section 16: All	2560.00	2560.00	
NV-4487-NN	N-20169	The Anschutz Corporation	12-1-79	10 yrs.	T10S-R68E, NDM Section 21: All Section 22: All Section 23: All Section 24: All	2560.00	2560.00	
NV-4487-OO	N-20170	The Anschutz Corporation	12-1-79	10 yrs.	T10S-R68E, MDM Section 25: All Section 26: All Section 27: All Section 28: All	2560.00	2560.00	
NV-4487-PP	N-20171	The Anschutz Corporation	12-1-79	10 yrs.	T10S-R68E, MDM Section 33: All Section 34: All Section 35: All Section 36: All	2560.00	2560.00	
NV-4487-QQ	N-20172	The Anschutz Corporation	12-1-79	10 yrs.	T10S-R68E, MDM Section 5: Lots 1-4, 6 ^{1/2} , 8 ^{1/2} Section 6: Lots 1-11, SE1/4, SW1/4, SW1/4, SE1/4, SW1/4, SE1/4, SW1/4 Section 7: Lots 1-8, E1/2, E1/2, E1/2, E1/2	2201.38	2201.38	

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EXHIBIT "A", PAGE Nevada STATE OF COUNTY OF Lincoln

LEASE NO	LESSOR	LESSEE	DATE	TERM	DESCRIPTION	ACRES	RECORDED BOOK PAGE
NV-4487-RR	N-20173	The Anschutz Corporation	12-1-79	10 yrs.	T10S-R68E, MDN Section 8: All Section 17: All Section 18: Lots 1-8, E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{4}$	2060.20	2060.20
NV-4487-SS	N-20174	The Anschutz Corporation	12-1-79	10 yrs.	T10S-R68E, MDN Section 19: Lots 1-8, E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{4}$ Section 20: All Section 29: All	2059.24	2059.24
NV-4487-TT	N-20175	The Anschutz Corporation	12-1-79	10 yrs.	T10S-R68E, MDN Section 30: Lots 1-8, E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{4}$ Section 31: Lots 1-8, E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{4}$ Section 32: All	2195.24	2195.24
NV-4487-UU	N-20176	The Anschutz Corporation	12-1-79	10 yrs.	T11S-R68E, MDN Section 1: All Section 2: All Section 3: All Section 4: All	2560.00	2560.00
NV-4487-VV	N-20177	The Anschutz Corporation	12-1-79	10 yrs.	T11S-R68E, MDN Section 9: All Section 10: All Section 11: All Section 12: All	2560.00	2560.00
NV-4487-WW	N-20178	The Anschutz Corporation	4-1-79	10 yrs.	T11S-R68E, MDN Section 13: All Section 14: All Section 15: All Section 16: All	2560.00	2560.00
NV-4487-XX	N-20179	The Anschutz Corporation	4-1-79	10 yrs.	T11S-R68E, MDN Section 21: All Section 22: All Section 23: All Section 24: All	2560.00	2560.00

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EXHIBIT "A", PAGE _____ STATE OF Nevada COUNTY OF Lincoln

LEASE NO	LISSOR	LISEE	DATE	TERM	DISCUSSION	GROSS ACRES	NET ACRES	RECORDING INSTR. NO.
NV-4487-YY	N-20180	The Anschutz Corporation	4-1-79	10 yrs.	T11S-R68E, MDM Section 25: All Section 26: All Section 27: All Section 28: All	2560.00	2560.00	
NV-4487-ZZ	N-20181	The Anschutz Corporation	4-1-79	10 yrs.	T11S-R68E, MDM Section 33: All Section 34: All Section 35: All Section 36: All	2560.00	2560.00	
NV-4487-AAA	N-20182	The Anschutz Corporation	12-1-79	10 yrs.	T11S-R68E, MDM Section 5: All Section 6: All Section 7: All Section 8: All	2560.00	2560.00	
NV-4487-BBB	N-20183	The Anschutz Corporation	4-1-79	10 yrs.	T11S-R68E, MDM Section 17: All Section 18: All Section 19: All Section 20: All	2560.00	2560.00	
NV-4487-CCC	N-20184	The Anschutz Corporation		10 yrs.	T11S-R68E, MDM Section 29: All Section 30: All Section 31: All Section 32: All	2560.00	2560.00	
NV-4487-DDD	N-20185	The Anschutz Corporation	4-1-79	10 yrs.	T12S-R68E, MDM Section 1: All Section 2: All Section 3: All Section 4: All	2560.00	2560.00	

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EXHIBIT "A", PAGE Nevada STATE OF COUNTY OF Lincoln

LEASE NO	LISSOR	LESSEE	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES	RETURN IN KIND PAID
NV-4487-EEE	N-20186	The Anschutz Corporation		10 yrs.	T12S-R68E, MDM Section 9: All Section 10: All Section 11: All Section 12: All	2560.00	2560.00	
NV-4487-FFF	N-20187	The Anschutz Corporation	4-1-79	10 yrs.	T12S-R68E, MDM Section 13: All Section 14: All Section 15: All Section 16: All	2560.00	2560.00	
NV-4487-JJJ	N-20188	The Anschutz Corporation		10 yrs.	T12S-R68E, MDM Section 5: All Section 6: All Section 7: All Section 8: All	2560.00	2560.00	
NV-4487-KKK	N-20189	The Anschutz Corporation	4-1-79	10 yrs.	T12S-R68E, MDM Section 17: All Section 18: All	1280.00	1280.00	
NV-4487-LOO	N-20190	The Anschutz Corporation	4-1-79	10 yrs.	T10S-R69E, MDM Section 1: Lots 1-4, S4N4, S4 Section 2: Lots 1-4, S4N4, S4 Section 3: Lots 1-4, S4N4, S4 Section 4: Lots 1-4, S4N4, S4	2562.72	2562.72	
NV-4487-MMM	N-20191	The Anschutz Corporation	4-1-79	10 yrs.	T10S-R69E, MDM Section 9: All Section 10: All Section 11: All Section 12: All	2560.00	2560.00	

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EXHIBIT "A". PAGE STATE OF Nevada COUNTY OF Lincoln

LEASE NO.	LISSOR	LISEE	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES	RECORDED BOOK PAGE
NV-4487-000	N-20192	The Anschutz Corporation	4-1-79	10 yrs.	T10S-R69E, MDM Section 13: All Section 14: All Section 15: All Section 16: All	2560.00	2560.00	
NV-4487-PPP	N-20193	The Anschutz Corporation	4-1-79	10 yrs.	T10S-R69E, MDM Section 21: All Section 22: All Section 23: All Section 24: All	2560.00	2560.00	
NV-4487-QQQ	N-20194	The Anschutz Corporation	4-1-79	10 yrs.	T10S-R69E, MDM Section 25: All Section 26: All Section 27: All Section 28: All	2560.00	2560.00	
NV-4487-RRR	N-20195	The Anschutz Corporation	4-1-79	10 yrs.	T10S-R69E, MDM Section 33: All Section 34: All Section 35: All Section 36: All	2560.00	2560.00	
NV-4487-SSS	N-20196	The Anschutz Corporation	4-1-79	10 yrs.	T10S-R69E, MDM Section 5: Lots 1-4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ Section 6: Lots 1-7, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ N $\frac{1}{2}$, E $\frac{1}{2}$ S $\frac{1}{2}$, S $\frac{1}{2}$ E $\frac{1}{2}$ Section 7: Lots 1-4, E $\frac{1}{2}$ N $\frac{1}{2}$, E $\frac{1}{2}$ Section 8: All	2536.20	2536.20	
NV-4487-TTT	N-20197	The Anschutz Corporation	4-1-79	10 yrs.	T10S-R69E, MDM Section 17: All Section 18: Lots 1-4, E $\frac{1}{2}$ N $\frac{1}{2}$, E $\frac{1}{2}$ Section 19: Lots 1-4, E $\frac{1}{2}$ N $\frac{1}{2}$, E $\frac{1}{2}$ Section 20: All	2536.64	2536.64	

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EXHIBIT "A" PAGE STATE OF Nevada COUNTY OF Lincoln

LEASE TO	LISSOR	LISSUEE	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES	RECORDED BOOK PAGE
NV-4687-UUU	N-20198	The Anschutz Corporation	4-1-79	10 yrs.	TLOS, R69E, MDM Section 29: All Section 30: Lots 1-4, E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{4}$ Section 31: Lots 1-4, E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{4}$ Section 32: All	2541.16	2541.16	

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EXHIBIT "A", PAGE _____ STATE OF NEVADA COUNTY OF LINCOLN

LEASE NO	LESSOR	LESSEE	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES	RECORDED BOOK PAGE
NV-4488-D	N-20199	The Anschutz Corporation	4-1-79	10 yrs.	T11S-R69E, MDM Section 4: All	640.00	640.00	
NV-4488-E	N-20200	The Anschutz Corporation	4-1-79	10 yrs.	T11S-R69E, MDM Section 9: All	640.00	640.00	
NV-4488-H	N-20201	The Anschutz Corporation	4-1-79	10 yrs.	T11S-R69E, MDM Section 16: All Section 21: All Section 28: All Section 33: All	2,560.00	2,560.00	
NV-4488-I	N-20202	The Anschutz Corporation	4-1-79	10 yrs.	T11S-R69E, MDM Section 5: All Section 6: All Section 7: All Section 8: All	2,544.00	2,544.00	
NV-4488-J	N-20203	The Anschutz Corporation	4-1-79	10 yrs.	T11S-R69E, MDM Section 17: All Section 18: All Section 19: All Section 20: All	2,547.00	2,547.00	
NV-4488-K	N-20204	The Anschutz Corporation	4-1-79	10 yrs.	T11S-R69E, MDM Section 29: All Section 30: All Section 31: All Section 32: All	2,550.00	2,550.00	
NV-4488-L	N-20205	The Anschutz Corporation	4-1-79	10 yrs.	T12S-R69E, MDM Section 4: All Section 5: All	1,280.00	1,280.00	
NV-4488-M	N-20206	The Anschutz Corporation	4-1-79	10 yrs.	T12S-R69E, MDM Section 8: All Section 9: All	1,280.00	1,280.00	

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EXHIBIT "A", PAGE _____ STATE OF NEVADA COUNTY OF LINCOLN

LEASE #	LISSOR	LISEE	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES	RECORDING BOOK PAGE
NV-4488-R	N-20207	The Anschutz Corporation	4-1-79	10 yrs.	T12S-R69E, MDM Section 16: All Section 17: All	1,280.00	1,280.00	
NV-4488-R	N-20208	The Anschutz Corporation	4-1-79	10 yrs.	T12S-R69E, MDM Section 6: All Section 7: All Section 18: All	1,910.00	1,910.00	

No. 70071
 FILED AND RECORDED AT REQUEST OF
Mayer, Brown + Platt
OCT. 15, 1980
 AT 35 MINUTES PAST 3 O'CLOCK
P.M. IN BOOK 40 OF OFFICIAL
 RECORDS, PAGE 130 LINCOLN
 COUNTY, NEVADA.
YUKIKO SETZER
 COUNTY RECORDER
Karen Herndon, Deputy