

Valley Bank  
Box 1749  
Minden, NV  
89423

# ASSIGNMENT of Monies Due or Monies to be Due

FOR VALUE RECEIVED, the receipt and sufficiency whereof is hereby acknowledged, and as security for the payment of an indebtedness evidenced by a Promissory Note of the undersigned.

Robert H. Dinsmore and Delphine G. Dinsmore  
(sometimes hereinafter referred to as "Assignor") to VALLEY BANK OF NEVADA, a Nevada corporation,

(sometimes hereinafter referred to as "Bank"), or order of even date herewith, for the sum of \_\_\_\_\_

\*THIRTY TWO THOUSAND AND NO/100 DOLLARS (\$ 32,000.00\* ) and as security and additional security for the payment of any indebtedness, obligation or liability of the Assignor to said Bank or its assigns, now or hereafter existing, matured, or to mature, absolute or contingent, and wherever payable, Assignor does hereby IRREVOCABLY ASSIGN, TRANSFER and SET OVER UNTO BANK all of its right, title and interest in and to all monies now due or to become due to Assignor under or by virtue of a certain

Note and Deed of Trust dated June 6, 1979

by and between Breuer-Harrison, Inc., of \_\_\_\_\_

State of California and Robert H. and Delphine G. Dinsmore

\_\_\_\_\_ of Minden State of

Nevada relating to

See Attached Hereto And Made A Part Hereof

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and under any amendments or additions thereto, (hereinafter sometimes called "such Agreement") including all rights of action or otherwise to the Assignor accrued or hereafter to accrue under such Agreement, all of said monies due or to become due or payable as aforesaid SHALL BE PAID DIRECTLY TO

THE BANK AT ITS Carson Valley Branch at Minden Nevada, which Bank shall have full power and authority to collect, receive and receipt for the same, and to, in its own name or in the name of Assignor, prosecute any suit or proceeding at law or in equity therefor and to take all legal steps it may deem necessary or proper in connection therewith, at the cost and expense, including reasonable attorneys' fees, of Assignor.

The Assignor hereby guarantees the prompt payment of all monies due or to become due or payable under or by reason of such Agreement, and on any contract, agreement or other instrument given or substituted for, or amending such Agreement, and Assignor hereby covenants with Bank that it will faithfully perform and discharge all of the terms, covenants and obligations assumed or to be performed or discharged by the Assignor under or pursuant to such Agreement and, Assignor further consents that the time of payment of all or any of the payments or installments due or payable under such Agreement or any contract, agreement or thing given or substituted for or amending such Agreement may be extended by Bank without notice to or further consent of the Assignor, Assignor further guaranteeing the prompt payment of all sums due or to become due or payable by reason of any such extension or extensions.

The undersigned hereby represents and warrants that the undersigned have made no prior assignment or other disposition of the monies and claims hereby assigned, or any part thereof, and that the undersigned will not, without the written consent of said bank, make or attempt to make any further assignment of said money or claims, or any part thereof.

All advances, charges, costs and expenses, including reasonable attorneys' fees incurred or paid by Bank in exercising any right, power or remedy conferred by this Assignment or in the enforcement thereof, shall become a part of the indebtedness secured hereby and shall be paid to the Bank by the undersigned immediately and without demand, together with interest thereon at the highest lawful rate. All sums received or collected by Bank from or on account of this Assignment shall be applied by Bank to the payment of expenses incurred or paid by Bank in exercising any right, power or remedy conferred by this Agreement or in the enforcement thereof and to the payment of the indebtedness secured hereby or any part thereof, all in such order and manner as Bank, in its discretion, may determine. The Bank shall be under no duty or obligation whatsoever to make or give any presentment, demands for performance, notices of non-performance, protests, notice of protest or notice of dishonor in connection with any obligations or evidences of indebtedness held by Bank hereunder or in connection with any obligations or evidences of indebtedness which constitute in whole or in part the indebtedness secured hereunder.

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Assignor further agrees that the right, title and interest of Bank arising under or by reason of this Assignment may be assigned by Bank in whole or in part and to any one or more assigns, and when so assigned, the Assignee or Assignees of Bank shall have and succeed to all of the rights, privileges and options inuring to Bank under or by reason hereof, and that the Bank or its assigns may, at its or their option, elect to proceed under the terms hereof without first resorting to any other or further security given or to be given for the indebtedness, obligations or liability which this Assignment secures. The Bank's rights and remedies hereunder shall be in addition to any other security, rights or remedies Bank may now or hereafter have and shall be cumulative and not exclusive or alternative.

The rights, powers and remedies given to Bank by this assignment shall be in addition to all rights, powers and remedies given to Bank by virtue of any statute or rule of law. Bank may exercise its bank's lien or right of set-off with respect to the indebtedness in the same manner as if the indebtedness were unsecured. Any forbearance or failure or delay by Bank in exercising any right, power or remedy hereunder shall not be deemed to be a waiver of such right, power or remedy, and any single or partial exercise of any right, power or remedy hereunder shall not preclude the further exercise thereof; and such right, power and remedy of Bank shall continue in full force and effect until such right, power or remedy is specifically waived by an instrument in writing executed by Bank.

All words used herein in the singular shall be deemed to have been used in the plural where the context and construction so require. The obligations and agreements of the undersigned hereunder are joint and several.

Any provision of this Assignment prohibited by Federal law or by the law of any State shall, be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Assignment. This instrument shall be governed and construed under the laws of the State of Nevada.

The provisions hereof shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.


IN WITNESS WHEREOF, the said Assignor has affixed their signature (or caused its signature to be hereunto affixed) this 5th day of March, 1984

X. Robert H. Dinsmore  
Robert H. Dinsmore

X. Delphine C. Dinsmore  
Delphine C. Dinsmore

\_\_\_\_\_  
\_\_\_\_\_

On March 5, 1984 personally appeared before me, a Notary Public Robert H Dinsmore and Delphine C. Dinsmore who acknowledged that they executed the above instrument.

 ANNA TRONE  
Notary Public - State of Nevada  
Appointment Recorded In Douglas County  
MY APPOINTMENT EXPIRES NOV 2, 1987

*Anna Trone*

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

A portion of the West 1/2 of Southeast 1/4 of Section 30, Township 13 North, Range 20 East, M.D.B. & M., adjacent to the South boundary of the U. S. Highway 395, which parcel is more particularly described as follows:

COMMENCING at a point on the Southwestern line of Nevada State Highway Route 3 (U.S. 395), 60 feet wide, which point bears North 63°25' West along said right of way line a distance of 1,730.00 feet from the West limits of the Town of Minden, said point of commencement further described as bearing North 57°03'22" West, 7,869.45 feet from the East quarter corner of Section 32, Township 13 North, Range 20 East, M.D.B. & M., the point of beginning for this parcel; thence South 1°51'30" East, 520.35 feet to the Northeasterly corner of that parcel of land deeded to Aldo Biaggi and Mary Biaggi, in deed recorded December 2, 1958, in Book D-1, Page 576, of Deeds, Douglas County; thence North 63°25' West, along the North boundary of said Biaggi parcel a distance of 269.52 feet; thence North 0°53'30" East, 507.74 feet along the East boundary of that parcel of land deeded to Grover H. Foote, Jr., et ux, in deed recorded in Book A-1, Page 466 of Deeds, Douglas County, to a point on the Southwestern right of way line of Nevada State Route 3 (U.S. 395); thence South 63°25' East, 241.80 feet, more or less, along said right of way line to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion as granted to the State of Nevada in deed recorded April 25, 1952, in Book A-1 of Deeds, Page 137, Official Records of Douglas County, State of Nevada.

Assessor's Parcel No. 25-050-12.

oOo

REQUESTED BY

*Valley Bank*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA  
\$ 7.00 fee

1984 MAR -5 PM 4:29

SUZANNE BEAUDREAU  
RECORDER

*Carol A. Hart*  
*Dep.*

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BOOK 384 PAGE 298