

WHEN RECORDED MAIL TO:
 U.S. SMALL BUSINESS ADMINISTRATION
 P. O. BOX 13795
 SACRAMENTO, CA 95853
 SBA LOAN NO. DLB 262961 30 01 SM

ASSIGNMENT OF REAL ESTATE LEASE AND AGREEMENT

This assignment of lease and agreement made and entered into by and between Joe H. Nuzum & Bonnie J. Nuzum (Lessee) (hereinafter called "Borrower"); and SMALL BUSINESS ADMINISTRATION (hereinafter called "Assignee"):

WHEREAS, Borrower has heretofore leased from Lessor certain real property by lease dated December 23, 1964, and recorded on June 11, 1984 and filed of record in Book 29, Page(s) 36, Instrument No. 27042, of the Official Records of the County of Douglas, State of Nevada, for a term of fifty years, and described as follows:

also corrected in Book 42, Page 362, As document No. 33051, Official Records of Douglas County, State of Nevada.

DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

AND, Whereas, Assignee has authorized the making of a loan to Borrower in the amount of \$10,400.00 due and payable on or before June 2, 1991;

AND, Whereas, such loan is for the benefit of Borrower, in that funds are to be used for the benefit of the Business conducted on the leased premises:

1591 Highway 395, Minden, Douglas County, State of Nevada

NOW, Therefore, for and in consideration of the premises and of disbursement of said loan or any part thereof, Borrower hereby Assigns, Transfers, and Conveys unto Assignee for lease above described, To Have and To Hold the same for and during the remainder of the term mentioned in the lease and all renewals and extensions of said term.

A. Borrower further Covenant and Agree:

1. Borrower is not now in default in the performance of lease; and Borrower and Lessor will each perform the covenants and conditions required of him by said lease for the term of said loan and any extensions, substitutions, or renewals of it.
2. Except as otherwise herein permitted, Borrower and Lessor will not, alone or by agreement between them, modify or terminate said Lease without consent of Assignee.
3. In the event of default by Borrower under the terms of said lease, Lessor shall have the right to terminate said lease in accordance with its terms, provided, however, Lessor shall first give Assignee 60 days written notice of default and the right, at the option of Assignee, during such period, to cure such default; and during such period, Lessor will take no action to enforce its claim arising from such default without Assignee's consent.
4. In the event of any default by Borrower in the performance of any of the obligations of his note to Assignee evidencing the aforesaid loan, any renewal, substitution, or extension thereof, or any other agreement made in connection therewith, including his agreement herein, then Assignee, as its option, may without notice using such force as may be necessary, enter said leased premises and do any one or more of the following:
 - a. Remove all property of Borrower therefrom that is hypothecated as collateral for its aforementioned loan.
 - b. Sell the property referred to in Paragraph 4a on said premises.
 - c. Transfer and assign said lease and Borrower's rights therein to parties satisfactory to Assignee, and upon Assignment, the obligations of said lease shall be binding on said transferee.

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In the event Assignee shall only undertake the options provided in paragraphs 4a or 4b, it shall have no obligation other than payment of rent accruing during the period of its possession of the premises. In the event Assignee shall make transfer of said lease as provided in paragraph 4c, Assignee will cure all defaults in said lease, and its sole other obligation shall be the payment of rent which accrued prior to the transfer of said lease.

5. None of the property required to be hypothecated as collateral for the aforesaid loan constitutes fixtures or real property.

D. This agreement shall be binding upon and inure to the benefit of the personal representatives, successors, and assigns of the parties hereto.

Witness out hands and seals this _____ day of _____, 19_____.

Joe H. Nuzum
Lessee Joe H. Nuzum

Bonnie J. Nuzum
Bonnie J. Nuzum

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On this 20th day of August, 1986, personally appeared before me, a Notary Public in and for said County and State, Joe H. Nuzum and Bonnie J. Nuzum, known to me to be the persons described in and who executed the within instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.



Carol Costa
Notary Public, State of Nevada
My Commission Expires: November 20, 1988

STATE OF NEVADA)
) ss.
COUNTY OF Douglas)

On this _____ day of _____, 19____, personally appeared before me, a Notary Public in and for said County and State, _____, known to me to be the person described in and who executed the within instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Notary Public, State of Nevada
My Commission Expires: _____

All that lease-hold interest in:

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land on the East side of Railroad Avenue at Minden, being located in the Northeast 1/4 of the Northwest 1/4 of Section 32, Township 13 North, Range 20 East, M.D.B.&M., in Douglas County, Nevada, more particularly described as follows:

COMMENCING at the East 1/4 corner of Section 32, Township 13 North, Range 20 East, M.D.B.&M., thence North 54° 20' 45" West 3,402.61 feet to a point on the Easterly line of the right-of-way of U.S. Highway 395; said point being the True Point of Beginning; thence North 31° 22' West 200.00 feet; thence North 58° 38' East 142.00 feet; thence South 31° 22' East 200.00 feet; thence South 58° 38' West 142.00 feet to the True Point of Beginning.



REQUESTED BY
SILVER STATE TITLE AND ESCROW CO. INC.
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

'86 AUG 20 AM 11:47

SUZANNE BLANCHARD
RECORDER

\$ 7.00 PAID. *Bl* DEPUTY

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