

J. G. Ford and
John Hathaway
with

Giuseppe Lani
Vincenzo Lani and
Antonio Buzzetti

Agreement.

This Agreement made and entered into the 12th day of April A. D. 1880, Between J. G. Ford and John Hathaway of the County of Eureka, and State of Nevada the parties of the first part, and Giuseppe Lani, Vincenzo Lani and Antonio Buzzetti of the same place the parties of the second part. Witnesseth, that the said parties of the first part in consideration of the covenants and agreements on the part of the said parties of the second part hereinafter contained, agree to sell and convey all their right, title and interest unto the ^{said} parties of the second part, and the said parties of the second part agree to buy all the right title and interest of the parties of the first part in all those certain parcels and tracts of land, and personal property described as follows viz. 1st Those certain milk Ranches formerly known as Reynold's and Campary's Ranches, situate lying and being in the County of Eureka and State of Nevada, one situate about five miles west of the Town of Eureka in said County of Eureka, containing three hundred and twenty (320) acres of land, the other situate about two miles above, and South East of the town of Eureka aforesaid, and containing about three hundred and twenty ⁽³²⁰⁾ acres; and that certain Ranch situate in Lawrence Cañon in the County of White Pine State of Nevada. Together with all the buildings, improvements and fixtures thereon and all springs, water rights, privileges and appurtenances to the said lands or any part thereof belonging, or in any wise appertaining. Second. One hundred and fifty (150) cows, twelve (12) horses three sets of harness and one saddle, four wagons, all the milk cans and buckets, apparatus and tools now and heretofore used by the parties of the first part in the dairy business. Third. The good work of said dairy business. Fourth. All household furniture and movables of

every kind in the houses upon said Ranches, for the sum of Nineteen thousand and five hundred dollars in gold coin of the United States. And the said parties of the second part in consideration of the premises agree to pay to the said parties of the first part, the said sum of Nineteen thousand and five hundred dollars in United States Gold coin as follows viz: Three thousand (\$3000) dollars on the execution and delivery of this agreement. (S. R. A.), One thousand (\$1000) dollars on the 12th day of August A. D. 1880. (S. R. A.), Three thousand (\$3000) dollars on the 12th day of October A. D. 1880. (S. R. A.), One thousand (\$1000) dollars on the 12th day of November A. D. 1880, and One thousand dollar (\$1000) in S. R. A., every three months after the said 12th day of November A. D. 1880, until the whole sum of Nineteen thousand and five hundred (\$19,500) dollars shall have been fully paid, and the interest accrued and accruing thereon as herein provided, that is to say, the said parties of the second part agree to pay and are to pay interest on each and all the said instalments at the rate of one per cent per month from the first day of May A. D. 1880, until paid, and that may be due at the time of payment of each instalment as herein set forth, provided they shall at the end of each year pay at the rate of one per cent per month on the principal sum then remaining due, and thereafter shall pay said rate of interest on instalments only, from the date of payment of the annual interest. And the said parties of the second part agree to pay all State and County taxes and assessments of whatsoever nature which are or may become due on the premises and property above described, that they will not sell, nor in any way dispose of the said property or any part thereof without the consent of the parties of the first part, during the pendency of this agreement, and that they will not assign this agreement without the consent of the parties of the first part. In the event of a failure to comply with the terms hereof by the said parties of the second part the said parties of the first part shall be released from all obligations in law or equity to convey said property or any part thereof, and the said parties of the second part shall forfeit all right thereto, and all payments of money that may have been made thereon. And the said parties of the first part on receiving such payment of the said sum of Nineteen thousand and five hundred (\$19,500) dollars, together with the interest as herein provided, at the time and in the manner above mentioned, agree to execute and deliver unto the parties of the second part, a good and sufficient quit claim deed or deeds conveying all the right, title and interest of said parties of the first part, of, in or to the said lands and ranches, and also to make, execute and deliver unto the parties of the second part a sufficient Bill of Sale of the personal property herein described. It is understood by the parties hereto, that the parties of the first part shall and will deliver unto the parties of the second part, the cows that are upon their milk ranch, the same being about one hundred (100) head, on the first day of May A. D. 1880, and the balance or a sufficient number to make up the full complement of one hundred and (150) cows between the date hereof, and the first day of July A. D. 1880, and will deliver such balance at Roberts Creek in said County of Eureka, at which place such balance shall be selected by and taken possession of by the parties of the second part, and that the parties of the first part shall and will

delivered all and every part of the remaining personal property herein mentioned to the parties of the second part on the said 1st day of May A.D. 1880. And the said parties of the second part covenant and agree, that in case of a failure to comply fully with the terms hereof, or a failure to pay the said instalments, or the interest thereon, at the time the same, or any thereof become due, then and in such case they shall return to the parties of the first part all and every part of the personal property herein described in as good condition as when received, reasonable use and wear excepted, or supply the place of any of said personal property by a proper equivalent therefor. It is further understood by and between the parties hereto, that the parties of the second part shall have the privilege at any time after the execution hereof, to make payments of any of the instalments before the same or any of them become due, provided that no payment at any one time shall be in any sum less than five hundred dollars, or that they may pay the whole sum of Nineteen thousand and five hundred dollars (\$19,500) at any time with the interest that may be due at the time of such payment and be at such time entitled to the Deed or Deeds and Bill of Sale as aforesaid. It is further understood by and between the parties hereto that the said cows to be delivered to the parties of the second part, shall be branded in the following manner, viz. 11 on the right ribs. It is understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators and assigns of the respective parties; and in case the parties of the second part fail to make the several payments, or any one of them punctually as herein provided, then and in such case will this agreement be determined and of no further effect; and the parties of the second part will, in addition to forfeiting all rights hereunder and all payments that may have been theretofore made, immediately upon failure to make any single payment when due, together with the interest thereon, surrender the said ranches with the buildings and improvements, and the full possession thereof, to the parties of the first part, as well as the possession of all said property, and it is distinctly understood that time shall be considered and is of the essence of this agreement. And it is further expressly agreed and understood that the parties of the first part shall and will not engage in, or carry on the milk or dairy business for and during the period of five years next ensuing the date of this agreement provided however that the parties of the second part shall fully comply with the terms hereof.

In Witness Whereof, the said parties to these presents have hereunto set their hands and seals the day and year first above written.

In presence of and
in duplicate
Geo. R. Ammond

J. G. Ford Seal
John Hathaway Seal
Giuseppe Lani Seal
Nincenzo Lani Seal
Antonio Buzzetti Seal

State of Nevada }
County of Eureka } ss.

On this 12th day of April A.D. One Thousand Eight Hundred and eighty Before me Geo. R. Ammond a Notary Public in and for said Eureka County, duly commissioned and sworn, personally appeared the within named J. G. Ford, John Hathaway

Giuseppe Lani, Vincenzo Lani and Antonio Buzzetti whose names are subscribed to the annexed Instrument as parties thereto severally personally known to me to be the individuals described in and who executed the said annexed Instrument, and severally duly acknowledged to me that they executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

Seal

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, the day and year in this Certificate first above written.

Geo R. Ammond Notary Public
Eureka County Nevada.

Recorded at the Request of Antonio Buzzetti April 13th A. D. 1880
at 30 min past 9 A. M.

Benj. C. Levy. Recorder.