

Suisippe (Joseph) Tognoni, and Kate Tognoni vs. Isaac T. Handley and Walter Handley.	}	Contract of sale of the Suisippe Tognoni Ranch.
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This indenture made and entered into on this 16<sup>th</sup> day of September a. d. 1912, by and between Suisippe (Joseph) Tognoni and Kate Tognoni, his wife, both of the County of Eureka and State of Nevada, parties of the first part, and Isaac T. Handley of the County of White Pine, in said State of Nevada, and Walter Handley of said County of Eureka and State of Nevada, parties of the second part, witnesseth: That the said parties of the first part, for and in consideration of the covenants and agreements herein contained, hereby agree to and with the said parties of the second part, to sell, assign and transfer unto the said parties of the second part, their heirs and assigns, all of the right, title, interest, claim, demand, property and right of possession, which the said parties of the first part have, or, of right ought to have in and to the following described lots, pieces or parcels of land situated in the County of Eureka and State of Nevada, more particularly described as follows, to wit:

The west 1/2 of the Southwest 1/4 of Section 5 containing 80 acres; and, the south 1/2 of the northeast 1/4 of Section 9 containing 80 acres; and, the Southeast 1/4 of the Northwest 1/4 of Section 9 containing 40 acres; and, the northeast 1/4 of the Southwest 1/4 of Section 9 containing 40 acres; and, the south 1/2 of the Northwest 1/4 of Section 10 containing 84.16 acres, all in Township 20 North Range 54 E. N. D. B. M. also, all water, springs, water rights, daws and ditches connected, used with, and appurtenant to the said Ranch and the

use thereof:  
 and also, all horses branded quarter circle  
 T.J. (J); cattle, branded quarter circle T.J.  
 (J); brand quarter circle T.J. (J); wagons;  
 harness; fixtures; crops; improvements and  
 ranch utensils connected with said ranch;  
 and, the said parties of the second part  
 for and in consideration of the covenants  
 and agreements herein contained, hereby agree  
 to and with the parties of the first part,  
 to purchase from the said parties of the  
 first part, the right, title, interest, claim,  
 demand and property of the said parties  
 of the first part, in and to the aforementioned  
 premises and property:

The terms of the aforementioned sale and  
 purchase are and shall be as follows:

1. It is mutually agreed that the selling and  
 purchasing price of said property is and  
 shall be the sum of (\$8,500.00) eight thousand  
 five hundred dollars, lawful money of the United  
 States of America, together with interest, costs,  
 and expenses, if any there be; and, that said  
 selling and purchasing price shall be paid  
 in installments as follows, to wit: -

The sum of \$1,500.00 upon the execution of  
 this contract, and, the said parties of the  
 first part, hereby acknowledge the receipt  
 thereof; and, in addition thereto, the sum  
 of \$1,400.00 on or before the 16th day of  
 September, A.D. 1913; and, in addition thereto,  
 the sum of \$1,400.00 on or before the 16th  
 day of September, A.D. 1914, and, in addition,  
 thereto, the sum of \$1,400.00 on or before  
 the 16th day of September 1915; and, in  
 addition thereto, the sum of \$1,400.00 on  
 or before the 16th day of September, A.D.  
 1916 and in addition thereto, the sum  
 of \$1,400.00, on or before the 16th day of  
 September, A.D. 1917; in all, the sum  
 of (\$8,500.00) eight thousand five hundred  
 dollars:

2. That all of the unpaid installments  
 shall be secured by the promissory notes  
 of the parties of the second part, and  
 that said promissory notes shall bear  
 the date of these presents, be payable  
 to the said parties of the first part,  
 at Eureka, the County of Eureka and State

of Nevada, in lawful money of the United States of America at the rate of (6%) six per cent per annum until paid, and each note shall provide for the payment of one of the above named unpaid installments on or before the date herein set forth for the payment of such installment, and, also, the said notes shall provide for all legal expenses and attorney fees, to be added to said principal and interest in the event that said notes and interest be not paid on or before maturity; and, providing further, that in the event that the principal or interest when due on any one of said notes remains unpaid, then the parties of the first part may elect to declare each and all of said notes, and, the sums therein named forthwith due and payable or as an alternative, elect to declare this contract rescinded and retain as liquidated damages, any and all installments or all money theretofore paid hereunder:

5. The possession of the aforescribed property shall be forthwith delivered to the parties of the second part, and the said parties of the second part shall work the same in good and ranchlike manner; conserve, till, cultivate and irrigate the lands and conserve the crop-growing capacity thereof; do and perform all acts necessary to obtain, prove up, and secure the water, water-right and contracts concerning land or water, connected with said ranch; repair and keep in repair, or rebuild, if necessary the buildings, improvements, corrals, ditches, dams, ranch utensils, wagons, and other property herein contracted to be sold, and pay all liens, taxes, and assessments due or which may become due on any or all of the said premises and property at the time provided for by law; and so conduct and work said premises and property, at all times prior to the termination of this contract, that the same shall be in as good repair and condition as the same is at the date hereof, reasonable wear and tear excepted:

4. That each and every provision hereof is and shall be of the essence of this contract, and, no part hereof shall be

deemed waived unless such waiver shall be in writing signed by the parties of the first part; and in the event of a breach of any of the terms, conditions or provisions hereof by the parties of the second part, then the said parties of the first part shall be entitled to and have the possession of said premises and property, and the increment thereof, except such of the crops, stock, horses and cattle as may be disposed of in the ordinary course of business, by and with the permission of the parties of the first part, and, thereafter, the said parties of the first part may elect to rescind this contract, and this contract shall be forthwith rescinded; and in this event, the said parties of the first part may keep and retain for their own use and property, without accounting, as and for liquidated damages for the breach hereof, any money or money theretofore paid in accordance with the terms hereof: or, the said parties of the first part may elect to compel the performance of this agreement of selling and purchasing as herein provided for: and in this event, may rely upon any action or cause of action for damages to them accruing by reason of the breach thereof on the part of the parties of the second part: Provided, however, that an election made hereunder, once taken, shall be final and binding upon the parties hereto:

5. That the parties of the first part, at any time before the termination of this contract may and shall have the right of inspection of said premises and property at any and all reasonable times; and, that nothing herein contained shall be so construed as to confer upon the parties of the second part any legal or equitable title in and to the abovescribed premises and property until final payment therefor has been made in accordance with the terms hereof; provided, however, the parties of the second part may at any time anticipate and pay any and all installments to be paid hereunder, and, in this event, the amount of the principal and interest of the

installment so anticipated and paid shall be computed as of the date of said anticipation and payment:

4. and, that the said parties of the first part shall forthwith, execute and acknowledge a deed for said premises and property, drawn in accordance with the provisions hereof and running to the parties of the second part, and shall place the same forthwith in Escrow with some responsible Escrow-holder, to be named by mutual consent by the parties thereto, and said deed shall be delivered to the parties of the second part upon compliance by them with each and all of the terms, conditions and provisions of this contract of sale and purchase of said premises and property.

In witness whereof the respective parties hereto have hereunto set their hands and seals on the date first hereinbefore written, In duplicate.

Cesiuseppe Tognoni. (Seal)

Hate Tognoni (Seal)

Parties of the first part.

Isaac T. Handley (Seal)

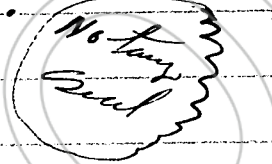
Walter Handley (Seal)

Parties of the second part.

State of Nevada } ss.  
County of Esmeralda }

On this 17<sup>th</sup> day of September, A. D. 1912 before me, H. C. McHenry, a Notary Public in and for said County, personally appeared Cesiuseppe (Joseph) Tognoni and Hate Tognoni, his wife, personally known to me to be the individuals described in and who executed the annexed instrument as parties herein, and acknowledged to me that they executed the same freely and voluntarily, and for the uses and purposes therein mentioned, and the said Hate Tognoni, wife of said Cesiuseppe (Joseph) Tognoni having been by me first made acquainted with the contents of said instrument, acknowledged to me, on examination apart from and without the hearing of her husband, that she executed the same freely and voluntarily, without fear or compulsion, or undue influence of her husband, and that she did not wish to retract the execution of the same.

In witness whereof, I have hereunto set  
 my hand officially and affixed my seal  
 the day and year in this certificate first  
 above written.



H. C. McTernan  
 Notary Public

My Commission Expires Jan. 12, 1915,  
 Granted at the request of Walter Handley  
 Sept. 24, a. d. 1912 at 5 Miss Post 11. A. M.

Edgar Euthen, Grantor

File 9692.