

File 10.147.

James Fomano, and
 Felicitia Fomano, his wife, Party of the first part

and
 Frank Fomano Party of the second part.

Contract of sale of the Sulphur Ranch.

This Indenture made and entered into on this
 17th day of March, a. d. 1913, by and between James
 Fomano and Felicitia Fomano, his wife, both of the
 County of Eureka and State of Nevada, parties of
 the first part, and Frank Fomano of the said
 County of Eureka, party of the second part.

Witnesseth:— That the said parties of the first
 part, for and in consideration of the covenants
 and agreements herein contained, truly agree to
 and with the said party of the second part, to
 sell, assign and transfer unto the said party
 of the second part, his heirs and assigns, all of
 the right, title, interest, claim, demand, property,
 and right of homestead, 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 Sulphur Ranch complete, some of which
 is described in Book 17 of deeds at Page 332 and in
 Book 17 of deeds at Page 330 and in Book 14 of deeds
 at Page 431 and 432 of the records of said County
 of Eureka, reference to said records being truly
 made as a part thereof for a more particular
 description of the lands in said Sulphur Ranch,
 also, all water, springs, water rights, dams and
 ditches connected, used with, and appurtenant
 to the said Ranch and the use of said water,
 springs, water rights, dams and ditches.

and, also, all cattle branded seven over 2 on the
 right hip and right ear crop, and identifying
 mark on the left ear; also all hay, wagons,
 harness; fixtures; crops; improvements and ranch
 utensils connected with said ranch;

and, the said party of the second part for and
 in consideration of the covenants and agreements
 herein contained, truly agrees 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 afore-
 mentioned premises and property;

It is mutually agreed that the purchase and selling price of said property is and shall be in the sum of twelve thousand dollars (\$12,000.00), lawful money of the United States of America together with interests, costs, and expenses if any there be, and that said selling and purchase price shall be paid as follows:

Three thousand one hundred dollars upon the execution of this contract, and the said parties of the first part hereby acknowledge the receipt thereof, and the balance of said purchase price shall be paid to the parties of the first part as their interests may appear in full on or before the 17th day of March A. D. 1917; and said balance may be paid in installments as convenient to the said party of the second part; any unpaid balance shall bear interest at the rate of four per cent per annum.

The possession of the aforescribed property shall be forthwith delivered to the party of the second part, and the said party of the second part shall work the same in good and ranch like manner; till, cultivate, and irrigate the lands and conserve the crop-growing capacity thereof; do and perform all acts necessary to retain, prove, up and secure the water, water-rights and contracts concerning land or water, connected with said ranch; repair and keep in repair, or rebuild if necessary the buildings, improvements, corals, ditches, dams, ranch utensils, wagons, and the 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 continue in as good repair and condition as the same is at the date hereof, reasonable wear and tear excepted;

and that the said parties of the first part shall upon demand execute and acknowledge a deed for said premises and property, to be drawn in accordance with the provisions hereof and running to the party 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 hereto, and said deed shall be delivered to the

party of the second part upon compliance by him with each and all of the terms, conditions and provisions and property.

In witness whereof the respective parties have hereunto set their hands and seal on the date first hereinbefore written.

In duplicate.

James Fomano. (seal)
Helicita Fomano. (seal)
Parties of the first part
Frank Fomano. (seal)
Party of the second part.

State of Nevada }
County of Esmeralda }

This certifies that on this 31 day of March 1913 personally appeared before me J. C. McTerney a Notary Public within and for said County of Esmeralda James Fomano and Helicita Fomano, his wife, persons known to me to be the identical ones named in the foregoing instrument, and they and each of them acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and affixed my official seal on the date first hereinbefore written at said County of Esmeralda and State of Nevada.

Notary Seal

J. C. McTerney
Notary Public.

My Commission Expires January 12th 1915.
Forwaded at request of Mrs. F. Fomano. March 31. a. d. 1913
at 20 minutes past 10 A.M.

Edgar Arthur Fowder

J. V. 1169