

State of Nevada }
to } Contract.
G. F. Padelford }

This Article of Agreement, made and entered into this twenty third day of January, in the year of our Lord one thousand eight hundred and seventy-four, by and between the State of Nevada, acting through John Day, Surveyor-General of said State and ex-officio Register of the State Land Office of said State, party of the first part, and G. F. Padelford, of Palisades County of Nevada, in the State of Nevada party of the second part, Witnesseth: That the party of the first part, for and in consideration of, two Dollars and fifty cents (\$2.50) per acre, in good and lawful money of the United States to be paid as is hereinafter expressed, by the party of the second part, doth agree to convey by good and sufficient patent in fee simple to the party of the second part, his heirs or assigns, the following described land, to wit:

E² of NW⁴ and E² of SW⁴ of Section 20 and W² of NE⁴ and W² of SE⁴ of Section 30. Township number thirty one North (31 N) of Range number fifty two (52) East, Mount Diablo Meridian, containing

three hundred and twenty (320) acres.

In consideration of which, the party of the second part, for himself, his heirs and assigns, doth agree to pay to the State of Nevada, the sum of two dollars and fifty cents (\$2.50) per acre as above stated at the time and in the manner mentioned in this Article, to wit:

One-fifth ($\frac{1}{5}$) of the amount at the time of the making of this contract, and the balance in nine (9) equal annual installments, with interest at the rate of ten (10) per cent. per annum, payable annually upon all deferred installments, as is provided in section nine (9) of an Act entitled "An Act to provide for the Selection and Sale of Lands that have been or may hereafter be granted by the United State to the State of Nevada," approved March 4, 1871. And it is hereby further provided and agreed that the party of the second part, his heirs or assigns, may at any time prior to the maturity of this Contract make full payment for the land described in this Article, and receive a Patent from the State of Nevada, for the same.

This Contract is made upon this express condition, viz: That if the said G. F. Padelford, party of the second part, shall fail to pay the principal sum herein specified, or the interest thereon, or any part of the same, according to the terms of this agreement and as herein stipulated, then the land herein described shall immediately and unconditionally revert to the State of Nevada, and be thereafter subject to sale in the manner and under the same conditions as though this Contract of sale had not been made.

Witness our hands and seals, this twenty third day of January A.D. 1874.

John Day (Seal)
 Witness: Surveyor-General and ex officio State Land Registrar
 Alex Mitchell
 John S. Mayhugh
 G. F. Padelford (Seal)

For value received we hereby sell assign transfer and set over to J. P. Raine all our right title and interest in the land embraced in the foregoing contract; the same having been conveyed to us by deed from G. F. Padelford & others duly recorded in Elko County Nevada. To have and to hold the same to his heirs and assigns forever.

Dated at San Francisco

Lorenzo J. Sweeney

this 23rd day of Feb. 1876

J. E. Ruggles

H. L. Lodge

Endorsed: Contract, No. 75. - An application, No. 1055.
G. F. Padelford.

Payments, 1st Jan. 23, 1874, \$160
2nd Jan. 23, 1875, \$135²⁴
3rd Jan. 23, 1876, \$128
4th Jan. 23, 1877, \$120⁹⁶
5th Jan. 23, 1878, \$113⁹²
6th Jan. 23, 1879, \$106⁵⁶
7th Jan. 23, 1880, \$99⁵³
8th Jan. 23, 1881, \$92⁴⁸
9th Jan. 23, 1882, \$85⁴⁴
10th Jan. 23, 1883, \$78⁴⁸

Recorded at the request of W. S. Raine, Oct. 24 A.D.
1913 at 4 P. M. Edgar Cather, Recorder.

State of Nevada
Land Department

Carson City, Nevada, Mar. 9th, 1912.

W. S. Raine C.E.

Palisade, Nevada.

Dear Sir:-

Herewith, I enclose the Treasurer's receipt for \$9.88 just payment on Application No. 18787, and replying to your letter of 4th inst., concerning State Land Contract No. 75, on file in this office I will state that it describes E. $\frac{1}{2}$ of N. W. $\frac{1}{4}$ and E. $\frac{1}{2}$ of S. W. $\frac{1}{4}$ of Sec. 20, and W. $\frac{1}{2}$ of N. E. $\frac{1}{4}$ and W. $\frac{1}{2}$ of S. E. $\frac{1}{4}$ of what appears to be either Sec. 30 or Sec. 32, T. 31 N., R. 52 E.

Application No. 1055, on which said contract issued, described the E. $\frac{1}{2}$ of N. W. $\frac{1}{4}$ and E. $\frac{1}{2}$ of S. W. $\frac{1}{4}$ of Sec. 20, and W. $\frac{1}{2}$ of N. E. $\frac{1}{4}$ and W. $\frac{1}{2}$ of S. E. $\frac{1}{4}$ of Sec. 32, T. 31 N., R. 52 E.; hence I infer that in preparing the contract in duplicate, 30 instead of 32 was originally written as the section number in question (and thereafter a figure 2 seems to have been written over the figure naught, State Land Patent No. 1676, which issued Jan. 22nd, 1883, in the name of G. F. Padelford, described the E. $\frac{1}{2}$ of N. W. $\frac{1}{4}$ and E. $\frac{1}{2}$ of S. W. $\frac{1}{4}$ of Sec. 20, and W. $\frac{1}{2}$ of N. E. $\frac{1}{4}$ and W. $\frac{1}{2}$ of S. E. $\frac{1}{4}$ of Sec. 32, T. 31 N., R. 52 E., which patent issued on said application No. 1055. If you wish a copy of said contract, it will be made at your expense. I find nothing of record in this office showing by whom and on what date the figures in question were written nor does the name J. P. Raine appear in any of the State Treasurer's receipt for payments on account of said Contract which are enclosed therewith.

Respectfully,

C. L. Heady

State Land Registered by M. S. M.

Recorded at the request of W. S. Raine Oct 24, 1913, at 4 P. M. Edgar Cather, Recorder