

--File 10863--

Camillo Gallo )  
 and )  
 Angelo Berolo )

AGREEMENT

ARTICLES OF AGREEMENT, Made this 21st day of November, A.D. 1914, between Camillo Gallo, of Elko, Elko County, Nevada, the party of the first part, and Angelo Berolo, of Eureka, Eureka County, Nevada, the party of the second part, Witnesseth: That the said party of the first part hereby covenants and agrees, that if the party of the second part shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, the said party of the first part will make, execute and deliver a good and sufficient deed to the following property, to-wit:

Lot No. 7 Seven (7), in Block No. Thirty-five (35), according to the official map of the town of Eureka, together with all improvements thereof, consisting of frame building known as the "Bureau Hotel", together with the contents of said building.

And the said party of the second part hereby covenants and agrees to pay to said party of the first part the sum of Nine Hundred and Fifty (\$950.00) Dollars, in the manner following:

Five Hundred Dollars (\$500.00) cash in hand paid, the receipt whereof is hereby acknowledged, and the balance, Four Hundred and Fifty (\$450.00) Dollars, within one year from date hereof, with interest thereon at the rate of eight (8) per cent per annum, payable annually.

And in case of the failure of the said party of the second part to make the payment, or perform any of the covenants on his part hereby made and entered into, within the time specified this contract shall, at the option of the party of the first part, be forfeited and determined, and the party of the second part shall forfeit all payments made by him on this contract, and such payments shall be retained by the said party of the first part in full satisfaction and in liquidation of all damages by him sustained, and shall have the right to enter upon and take possession of the above mentioned property.

It is mutually agreed that all of the covenants and agreements contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, the day and year first above written. Agreement made in Duplicate.

Camillo Gallo (Seal)

Angelo Berolo (Seal)

Witnesses:

Rudolph W. Zadow

C. L. Broy

State of Nevada )  
 ) ss.  
 County of Eureka )

On this 21st day of November in the year one thousand nine hundred and fourteen, before me, R. A. Broy, a Notary Public in and for said Eureka County, residing therein, duly commissioned and sworn, personally appeared Camillo Gallo, and Angelo Berolo, known to me to be the persons whose names are subscribed to the within instrument, and they acknowledged to me, each for himself, 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, at my office in Eureka, County of Eureka, the day and year in this Certificate first above written.

My Commission expires June 12th 1915.

(Notary Public Seal)

R. A. Broy  
 Notary Public.

Recorded at the request of Angelo Berolo February 4 A.D. 1915 at 10 minutes past 2 P.M.

Edgar Eather, Recorder.