

--File 11719--

NELS TOFT)
 and)
 J.P.JACOBSON.)

AGREEMENT TO SELL.

This agreement, made and entered into this 3rd day of March A.D. 1917, between NELS TOFT, of Birch, Eureka County, State of Nevada, the party of the first part, and J.P.JACOBSON, of Birch Eureka County, State of Nevada, the party of the second part,

W I T N E S S E T H:

That the said party of the first part, in consideration of the covenants and agreements on the part of the said parties of the second part, hereinafter contained, agrees to sell and convey unto the said party of the second part, and said party of the second part agrees to buy, all those certain lots and parcels of land, situate in the County of Eureka, State of Nevada, bounded and described as follows, to-wit:-

An undivided one half interest in and to the S $\frac{1}{2}$ of Section 3, and the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 10, and the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 9, and the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 4, and the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, all in Township 23, N. Range 54 E.M.D.B.&M, all being patented lands, also,

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 3, and the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 3, and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, and the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, and the S $\frac{1}{2}$ of the N.E. $\frac{1}{4}$ of Section 9, and the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 10, all in Township 23, N. Range 54 E.M.D.B.& M, all being contract lands; also, Lots 1, 2 and 3, S $\frac{1}{2}$ of NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of Section 4, also, SW $\frac{1}{4}$ of Section 10, S $\frac{1}{2}$ of NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 10, all in Township 23, N. Range 54 E.M.D.B.& M. being contract lands purchased at tax sale by said first party; known as and called the Diamond Spring Ranch.

Also an undivided one-half interest in and to all waters, water-rights, ditches, dams and reservoirs, including those from and appurtenant to Pete Spring, Taft Spring and Horse Canyon, or elsewhere, situate in or upon or about and used or connected with the above described premises;

Also an undivided one-half interest in and to all the following described personal property located in, upon, or about the above described premises in the County of Eureka, State of Nevada to-wit:-

All horses branded Quarter Circle L on left thigh; all cattle branded Quarter Circle L on left ribs, and marked with both ears pointed; all wagons, tools, automobile, and farming implements; and the above described branding iron;

Also an undivided one-half interest in and to the possessory interest in Lot 25, Block 37; also, the N 12 $\frac{1}{2}$ feet of Lot 24 in Block 37; also Lots 26 and 27 in Block 21; also, the N 12 $\frac{1}{2}$ feet of Lot 25, Block 21, together with improvements thereon and personal property therein contained, all in the town of Eureka, County of Eureka, State of Nevada.

For the sum of Nine Thousand (\$9000) dollars lawful money of the United States; and the said party of the second part agrees to pay to the said party of the first part, the said sum of Nine Thousand (\$9000) dollars, in lawful money of the United States, as follows, to-wit:

One Thousand (\$1000) dollars, in lawful money of the United States, on the execution of this contract; Three Thousand (\$3000) dollars, without interest, on or before the 1st day of November A.D. 1917, and the sum of Five Thousand (\$5000) dollars in lawful money of the United States with interest thereon at the rate of Five per cent per annum, on or before March 3rd, 1922. Interest payable annually.

And the said party of the second part agrees to pay one-half of all State and County taxes, or assessments of whatsoever nature, which are or may become due on the premises above described

In the event of a failure to comply with the terms hereof by the said party of the second part, the said party of the first part shall be released from all obligations in law or equity

to convey said property, and the said party of the second part shall forfeit all right the thereto.

And the said party of the first part, on receiving the said payment of Three Thousand (\$3000)dollars, on or before the 1st day of November 1917, agrees to execute and deliver to the said party of the second part a good and sufficient bill of sale conveying to said second party the title to an undivided one-half interest in and to all the above described cattle;and, upon receiving the said final payment of Five Thousand (\$5000) dollars on or before the 3rd day of March 1922, said first part agrees to execute and deliver to said party of the second part a good and sufficient deed conveying to said second party the title to an undivided one-half interest in and to the above described premises and real property free and clear of all encumbrances, and,also a bill of sale conveying an undivided one-half interest in and to all other personal property above mentioned.

And it is further mutually agreed between the parties hereto that all necessary expenses in procuring patent to any or all of the above contract lands shall be borne and paid by the parties hereto, share and share alike.

And the said first party hereby agrees to execute and deliver to said second party a deed conveying title to an undivided one-half of all contract lands above described, and upon which patent may issue in the name of said first party after the execution and delivery of the deed first above mentioned herein.

It is further mutually agreed that the expenses and cost of all necessary labor performed or services required upon the said ranch and premises, or for the proper conduct thereof,shall be borne and paid equally by the parties hereto, and the said first party hereby agrees to pay to said second party at the rate of Twenty(\$20)dollars, per month for all labor and services by said second party done and performed upon and in the conduct of said ranch and premises. And it is further agreed that said first party shall not be required to work upon said premises nor receive any compensation for any work or labor thereupon.

And it is understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, and assigns of the respective parties, and that said party of the second part is to have immediate possession of said premises.

IN WITNESS WHEREOF the respective parties hereto have hereunto set their hands and seal on the day and year in this indenture first above written.

Nels Toft

Party of the first part.

J.P. Jacobsen
Party of the second part.

Witness;

N.P.Morgan
Edgar Eather

State of Nevada,)
County of Eureka,) SS

On this 3rd day of March A.D.1917 personally appeared before me N.P. Morgan a Notary Public in and for the County of Eureka,NELS TOFT known to me to be the person described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

N.P.Morgan
Notary Public in and for the County of Eureka, State of Nevada.

(Notary Public Seal)

My commission expires December 26th 1918.) Recorded at the request of J.P.Jacobson

March 5 A.D. 1917 at 15 minutes past 9 A.M.

Edgar Eather, Recorder.