

File No.16837.

Leo Monasti,)
 to) Agreement.
 Jack Thomas.)

THIS AGREEMENT, entered into between LEO MONASTI, of the County of Eureka, State of Nevada, hereinafter called the seller, and JACK THOMAS, of Eureka, Nevada, thereafter called the purchaser,

W I T N E S S E T H:

That the purchaser promise to pay to said seller, at Eureka, Nevada, the sum of Four Hundred dollars for One Buick, Four Cylinder, Touring Car, Model 1923, Engine No. 1066294; said money to be paid as follows, to-wit; Fifty dollars on or before the 25th day of each and every month commencing on the 25th of July, 1926, and at least fifty dollars on or before the 25th of each and every month thereafter, but in no event the time for making full payment to extend beyond the 1st day of January, 1927.

The property above mentioned to be delivered to the purchaser when the sum of \$150.00 has been paid; the purchaser agrees that he will keep the same in good order; that he will indemnify the said seller for loss, by fire or otherwise, of any of said property; and that it shall not be removed from the County of Eureka, State of Nevada, without the consent of the said seller; and also agrees that, until the sum of \$400.00 is fully paid, the said property is the property of the seller, and that he, the said purchaser has no right to dispose of the same until said property has been fully paid for according to the terms of this contract.

The said purchaser further agrees that if he fails to pay any of said installments when due, or to perform any of the aforesaid conditions, or if said property shall be attached or levied upon by creditors of the said purchaser, all of the said sum of \$400.00 then remaining unpaid shall, in any of said events, immediately become due and payable; and that the said seller may enforce payment of the entire sum then unpaid, or may, if he so elects, rescind this executory contract and take possession, without legal process, of said property, and for that purpose may enter any premises where the same may be, all damages for said entry being hereby expressly waived.

The said seller agrees that when the total sum of \$400.00 has been paid, and not until then, the said purchaser shall receive a bill of sale of said property, and that the title thereto shall then vest in the said purchaser.

The seller hereby agrees to the terms of this contract, and it is mutually agreed between the parties hereto that in all matters herein mentioned time shall be of the essence of this contract.

Dated at Eureka, Nevada, this 12th day of July, 1926.

Leo Monasti SEAL

Jack Thomas SEAL

Recorded at the request of Leo Monasti July 12, A.D. 1926 At 20 minutes past 1 P.M.

Peter Merialdo--Recorder.