

The Salt Lake Hardware Co.,)
to)
F.J.Repetto.)

Sales Contract.

PROPOSAL
of
THE SALT LAKE HARDWARE CO.
MACHINERY DEPARTMENT.

Salt Lake City, Utah, April 7, 1930.

Paid in full
Peter Muelde
Recorder

To F.J.Repetti

Address Eureka, Nevada
(Hereinafter called the Purchser)

THE SALT LAKE HARDWARE CO., (hereinafter called the Vendor), proposes to furnish apparatus and material, according to the following specifications and conditions, for the sum hereinafter named

SPECIFICATIONS:

1 only #V-304-110 Volt DC Curtis Air Compressor \$179.00
PRICE One Hundred Seventy-Nine no/100 Dollars
F.O.B. St.Louis, Mo.

TERMS: Payable in cash at the office of Vendor in Salt Lake City, Utah, as follows:

\$32.25 April 30, 1930. \$50.00Cash with order.
32.25 May 30, 1930 \$32.25 July 30, 1930.
32.25 June 30, 1930

"All deferred payments shall draw interest at the rate of ___ per cent per annum from date of purchaser's acceptance hereof until due and twelve per cent per annum from the time the same shall become due and payable until paid. The title and right of possession to the property herein described and agreed to be sold shall remain in the vendor until all payments hereunder (including deferred payments, if any,) shall have been made in cash. If default be made in the payment of any deferred payments hereunder, vendor shall have the right at its option to declare all unpaid installments at once due and payable and may proceed to collect the same. If default be made in the payment of any installment hereunder vendor may enter upon the premises of the purchaser without legal process and repossess the property herein described. In the event that vendor shall repossess the property herein described the vendor may sell the same at public or private sale, without notice to the purchaser, and apply the net proceeds of such sale on the amount unpaid hereunder, or the vendor may, without sale, credit the then reasonable value of said property on the amount unpaid hereunder and the purchaser in either event agrees to pay any balance remaining unpaid hereunder after such credit, as damages for the use of such property. The purchaser further agrees that in the event vendor shall bring suit to enforce any provision of this contract he or it will pay a reasonable attorney's fee for the services of vendor's attorney in such suit."

Any payments made on account of the purchase price shall in case of any default in payment be deemed to be for the use and wear of such property. The acceptance of notes, or any renewal thereof, or any security for the purchase price, shall not operate as a waiver or transfer of such title or right of possession.

The purchaser agrees to fully protect from any loss or damage all apparatus and material delivered until the same is fully paid for.

If the purchaser attaches any of the property herein described to any realty, or attaches it to buildings or machinery already a part of any realty, the title of the company to such property shall not be disturbed or affected in any way by such action.

All agreements are subject to, and excused by delays of carriers, fire, strikes, accidents, unforeseen manufacturing contingencies, or other causes beyond control of Vendor.

The responsibility of the Vendor shall cease upon delivery to the carrier at point of shipment.

The Vendor shall keep the property herein agreed to be sold fully insured against damage or loss by fire for the benefit of itself and the purchaser, as their respective interests may appear. The cost of such insurance shall be paid by the purchaser and added to the payments hereinabove specified; but in so insuring the property the Vendor shall only be held liable for the exercise of a reasonable judgment in the selection of fire insurance company or companies with which it places the risk.

This proposal shall not be binding upon the Vendor, unless accepted by the purchaser within fifteen days from date hereof, and if so accepted, is the agreement between Vendor and the purchaser as it exists at the date of approval, and no modification of this Accepted Agreement shall be binding unless such modification shall be in writing and approved by an Executive Officer of the Vendor. This contract supersedes and abrogates all previous agreements or understandings, either written or verbal.

THE SALT LAKE HARDWARE COMPANY

By _____
Salesman.

ACCEPTANCE

Your proposal as above specified, at the price and upon the terms and conditions names, is hereby accepted this 14th day of April 1930.

(Signed) F. J. Repetto

Proposal and acceptance approved this 25th day of April A.D. 1930

Residing at Salt Lake City, Utah

THE SALT LAKE HARDWARE COMPANY

B. F. Bower ✓

Subscribed and sworn to before me, this May
day of 7th, A.D. 1930, at Salt Lake City, Utah.

(Notarial Seal) J. A. Stanton
Notary Public

I, G. M. Nichols, being first duly sworn, do hereby certify that the above is a true and correct copy of the contract existing by and between F. J. Repetto of Eureka, Nevada, and The Salt Lake Hardware Co., Salt Lake City, Utah, dated Apr. 7, 1930.

Recorded at the request of Salt Lake Hardware Co. May 9, A.D. 1930. At 35 minutes past 2 P.M.

Peter Merialdo
Recorder.