

Marie Esain and Martin Esain,)
to) Agreement.
Blanche Price Stevenson.)

This agreement made this 12th day of December by and between Marie Esain and Martin Esain, hereinafter called the grantors, and Blanche Price Stevenson, hereinafter called the grantee, all residents of the county of Eureka, state of Nevada,

W I T N E S S E T H:

That for and in consideration of the sum of One Dollar, current lawful money of the United States in hand paid to the grantors by the grantee, the receipt whereof is hereby acknowledged, do by these presents grant and give unto the said Blanche Price Stevenson the exclusive right and option of buying for the full purchase price of THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00) on the terms and conditions hereinafter specified, the following described property, to-wit: Lot number ONE, and Lot number TWO, in Block number THIRTY-SEVEN, as laid down and described upon the official map of the town of Eureka, county of Eureka, state of Nevada, together with all the improvements located thereon, and all the furniture and fixtures contained in the buildings located on said lots, together with the appurtenances.

The purchase price for said premises is to be paid at the time and in the manner following: FIVE HUNDRED DOLLARS on the execution of this option, and FIFTY DOLLARS on the 12th day of each and every month thereafter, commencing on the 12th day of January, 1937, until the full purchase price therefor shall have been paid, without any interest.

The grantors agree to execute and deliver in escrow with J.B.Rebaleati, of Eureka, Nevada, a good and sufficient deed to said property together with instructions to deliver said deed to the grantee herein upon payment in full of said purchase price. This agreement shall not be construed to mean that the grantors shall procure a patent to the ground from the United States government.

The grantee agrees to pay the remaining three installments of taxes now standing against said property, and to pay the taxes in full each year hereafter, and to pay all other taxes, assessments, during the life of this agreement, or upon her failure so to do the said grantors reserve the right to pay the same and to charge the amount to the said grantee at their option, which the said grantee agrees to pay.

The Grantors agree that there is not now, and that they or either of them will not make or place any incumbrance against said property, to the end that said property, and the whole thereof shall be free and clear of all incumbrance now and henceforth until date of deliver of said deed to the grantee.

It is agreed between the parties hereto that upon default in the payment of any of the installments of the purchase price at the time and in the manner herein reserved, then and in that event this option to purchase shall, at the option of the grantors, be and become wholly void, and the grantors shall again repossess the said premises with all the furniture and fixtures with or without recourse to law, and all sums which may have been paid to the grantors by the grantee under the terms of this option shall become forfeit and retained by the grantors as rent for the premises during the period occupied.

In witness whereof we have hereunto set our hands this 12th day of December, 1936.

<u>Marie Esain</u>	Grantor
<u>Martin Esain</u>	Grantor
<u>Blanche Price Stevenson</u>	Grantee

State of Nevada
ss.
County of Eureka

On this 12th day of December, 1936, personally appeared before me, W.R.Reynolds, Martin Esain, and Marie Esain, his wife, known to me to be the persons described in the foregoing instrument and who acknowledged to me that they and each of them 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 the day and year first above written.

W. R. Reynolds (Notarial Seal)
Notary Public.

Recorded at the request of Blanche Price Stevenson Dec.14, A.D. 1936 At 30 minutes past 2 P.M.

Peter Merialdo---Recorder.