

PROPOSAL OF The Salt Lake Hardware Co.

COPY of CM-225

Salt Lake City, Utah, March 1 1938

To Fred Minicetti

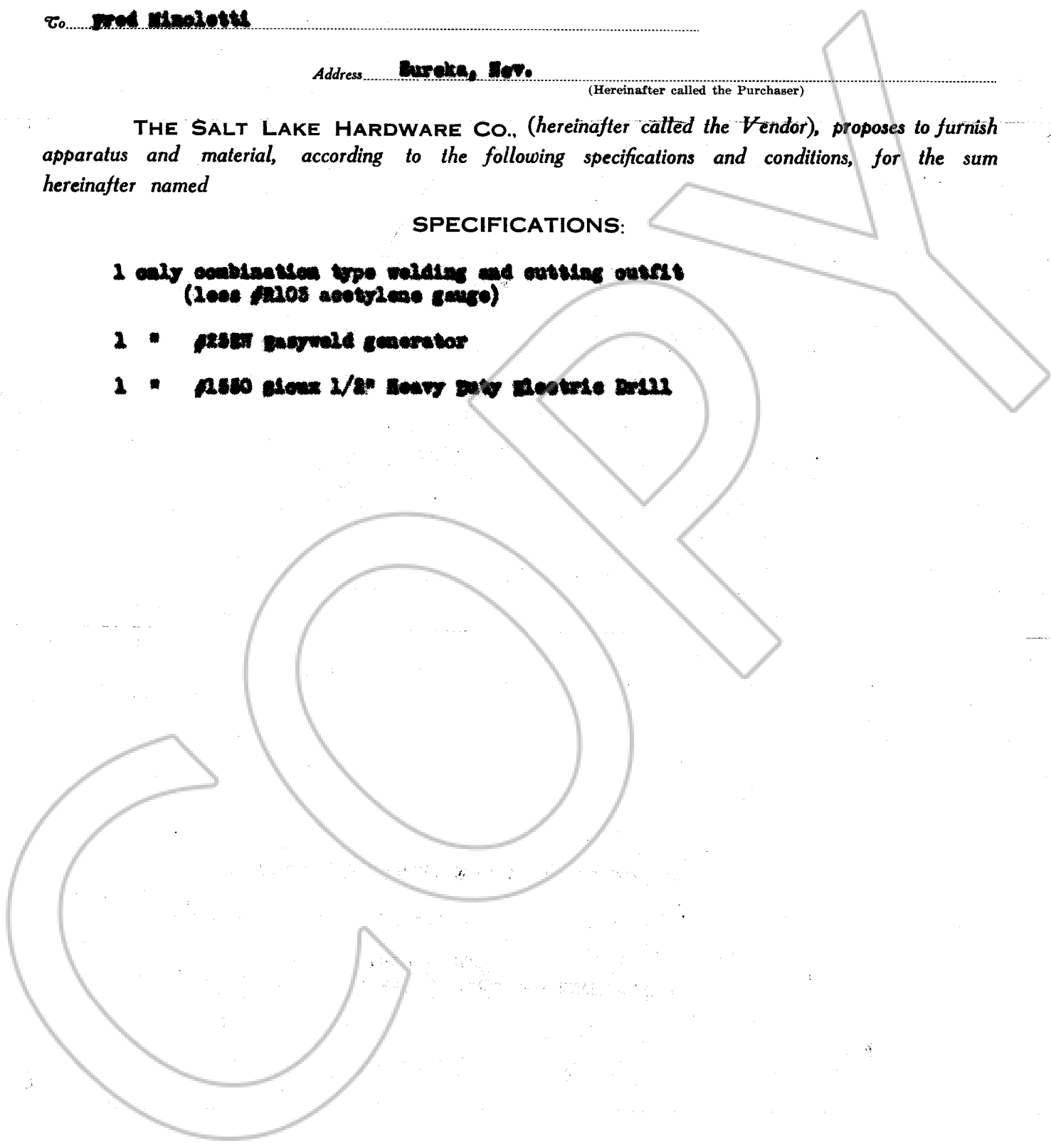
Address Bureka, Nev.

(Hereinafter called the Purchaser)

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 combination type welding and cutting outfit (less #2103 acetylene gauge)
- 1 " #2527 gasweld generator
- 1 " #1580 piece 1/2" Heavy Duty Electric Drill



PRICE ONE HUNDRED NINETY-EIGHT AND 00/100 ----- DOLLARS

(\$198.00 including interest & insurance for 6 mos.) F. O. B.

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

| | | |
|---------------------|--------------------|------------------|
| \$50.00 down | | Cash with order. |
| 24.75 April 1, 1938 | 24.75 July 1, 1938 | |
| 24.75 May 1 " | 24.75 Aug. 1 " | |
| 24.75 June 1 " | 24.75 Sep. 1 " | |

All deferred payments shall draw interest at the rate of per cent per annum from the date of purchaser's acceptance hereof until due, and ten per cent per annum from the time the same shall become due and payable until paid. The title to and right of possession of 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 payment 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 title to or right of possession of the property described herein.

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, fires, 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 be held liable only 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 supercedes and abrogates all previous agreements or understandings either written or verbal.

I, G.B. McKee, being first duly sworn, do hereby certify that the above is a true and correct copy of contract CM-225, dated Mar. 1, 1938, existing between Fred Minoletti of Eureka, Nev. and The Salt Lake Hardware Co.

By _____ SALESMAN.

G.B. McKee
Vice Pres. & Treasurer ACCEPTANCE

Your proposal as above specified, at the price and upon the terms and conditions named, is hereby accepted this

_____ day of March, 1938
Subscribed & sworn to before me this 18th day of April, 1938 at Salt Lake City, Utah.

[Signature] By Fred Minoletti

Notary public

Proposal and acceptance approved this 21 day of Mar., A. D. 1938

Residing at Salt Lake City, Utah

THE SALT LAKE HARDWARE COMPANY

[Signature]
SECRETARY

File No. 22415

Filed at the request of

Salt Lake Hardware Co.

Apr. 20-1931 AT 3:45 P.M.

Dexter Marshall
Recorder.

COPY