

Mary F. Drake, and Charles C. Drake,)
to)
Nye W. Tognoni and Neva Fae Tognoni.)
Agreement.

THIS AGREEMENT made and entered into this 9th day of March, 1945, by and between MARY F. DRAKE formerly MARY FRANCIS MINOLETTI and CHARLES C. DRAKE, her husband, of the City of Reno, County of Washoe, State of Nevada, parties of the first part, (hereinafter designated as the sellers), and NYE W. TOGNONI, and NEVA FAE TOGNONI, his wife, of the City of Eureka, County of Eureka, State of Nevada, parties of the second part, (hereinafter designated as the buyers),

W I T N E S S E T H:

That the sellers and the buyers, in consideration of their mutual promises to each other hereinafter stated, have agreed and by these presents do agree as follows, to-wit:

The sellers hereby agree to sell to the buyers, their heirs and assigns, for and in consideration of the sum of Two Thousand (\$2000.00) Dollars, lawful money of the United States, payable as is hereafter set forth, that certain lot, piece or parcel of land situate, lying and being in the County of Eureka, State of Nevada, and particularly described as follows, to-wit:

Lots 4, 5 and 6 in Block 40, situate in the Town of Eureka, County of Eureka, State of Nevada, according to the official plat of said town, together with a brick building situated thereon.

And the buyers hereby agree to purchase said premises from the sellers and to pay the sellers therefor the said sum of Two Thousand (\$2000.00) Dollars, in lawful money of the United States, as follows, to-wit: The sum of Fifty (\$50.00) Dollars to be paid in monthly installments, said payments to start on or before the 9th day of March, 1945, together with interest on all deferred payments from date hereof at the rate of Six (6%) percent per annum, said interest to be paid at the time the monthly payments are made on the principal and to be in addition thereof.

It is agreed that the buyers may at their election at any time pay the whole or any part of the said installments, though the same be not due, but nothing herein shall be construed as granting any right to the buyers to pay any lesser sum than the specific monthly payments above provided, but any payments made by the buyers hereunder prior to the fixed dates as aforesaid shall be credited to them as a payment on installments of the principal so long as the same shall equal the amount to be paid by them up to the time of any installment payment dates, and no default shall be taken if the moneys paid by the buyers hereunder shall equal in total the sums to be paid as aforesaid.

The sellers agree that at even date herewith they will make and execute a good and sufficient deed of grant, bargain and sale of said property to the buyers, and it is agreed by and between the parties hereto that the said deed shall immediately be placed in the hands of John Davidson, Esq., Attorney at Law of Reno, Nevada, in escrow, with written instructions attached thereto, signed by the parties hereto, instructing said John Davidson, Esq., that the said deed shall be delivered by him to the buyers or to their order upon evidence being presented that the entire amount to be paid as above agreed upon, has been completed, and further instructing said escrow holder that in the event of the default of the buyers in the payment of any of said money at the times and in the manner above specified for the payment of the same, that in such event the said deed shall be returned to the sellers, or to their order, upon demand, but all moneys theretofore paid hereunder up to the time of any such default shall be the property of the sellers, the same to be considered as rental for the use of said property up to the time of any such default and as liquidated damages for such default and not as penalty.

The sellers hereby agree to pay the taxes assessed against said property for the year 1944 and the buyers agree to pay all future taxes chargeable against said property during the life of this agreement.

IT is agreed and understood between the parties hereto that any changes or remodeling to be done on said building may be done by the purchasers with the written approval of the sellers.

The buyers agree that during the life of this agreement, they will keep said property and the whole thereof free and clear of all lines and encumbrances of every nature and kind whatsoever.

The due performance of all conditions, covenants and agreements on the part of the buyers is a condition precedent whereon depends the performance of the conditions on the part of the sellers in the event of the failure of the buyers to comply with the covenants and agreements, or any thereof, on their part herein entered into, the sellers shall be released from all obligation, either by law, or in equity to transfer said property, or any part thereof, to the buyers and the buyers shall then relinquish any and all right that they may have under this agreement, or under any provision thereof, and in such event the said escrow holder is hereby authorized and instructed to deliver the deed herein agreed to be placed in his hands in escrow to the sellers upon demand, and the return of said deed to the sellers under the conditions above stated shall and will release the said escrow holder from all further obligations in the premises, but it is specifically agreed as above stated that all moneys paid by the buyers hereunder up to the time of such default shall be the property of the sellers and shall be considered as rental for the use of said property up to the time of such default, and as liquidated damages for such default and not as penalty, and in such event, the buyers hereby agree to peaceably and quietly surrender the possession of said property to the sellers upon demand.

It is agreed that in the event the buyers shall be in default in the payment of any of said moneys at the time specifically provided for the payment of any of said moneys, as herein set forth and unless demand is made upon said escrow holder of said deed for the return of the same to the sellers, or to their order, by reason of such default, the escrow holder shall be and is hereby authorized and empowered to accept from the buyers such delinquent payments

without any authorization, written or otherwise, from either party to accept the same.

THIS AGREEMENT is to bind the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first above written.

Mary F. Drake

Charles C. Drake

Sellers.

Nye W. Tognoni

Neva Fae Tognoni

Buyers.

STATE OF NEVADA,)
: SS.
COUNTY OF WASHOE.)

On this 9th day of March, 1945, personally appeared before me, the undersigned Notary Public in and for said County of Washoe, State of Nevada, CHARLES DRAKE and MARY F. DRAKE, his wife, and NYE W. TOGNONI, and NEVA FAE TOGNONI, his wife, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they 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 at my office in the County of Washoe, Nevada, the day and year in this certificate first above written.

(Notarial Seal)

My Commission expires: March 6, 1946.

John Davidson

Notary Public in and for the County of Washoe,
State of Nevada.

Recorded at the request of Nye W. Tognoni Apr. 24, A.D. 1945 At 30 minutes past 3 P.M.

Peter Merialdo --- Recorder.