

Victor Berincua, )  
and ) Agreement.  
Teresa Berincua. )

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of July, 1945, by and between VICTOR BERINCUA, hereinafter referred to as first Party, and TERESA BERINCUA, hereinafter referred to as second party;

W I T N E S S E T H:

WHEREAS, the parties hereto are now and have been for some time husband and wife, and

WHEREAS, certain disagreements have arisen, and it is the desire of each of the parties that their property rights in and to the property now owned by them in community as well as separate property shall be determined;

NOW, THEREFORE, IT IS MUTUALLY COVENANTED AND AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Said second party agrees, and hereby does, convey unto said first party all of her right, title and interest, claim and demand, both in law and in equity, which she now has in and to that certain business conducted in the Town of Eureka, County of Eureka, State of Nevada, under the name of "OWL CLUB".

Said second party further covenants and agrees to make, execute and deliver unto said first party the necessary muniments of title conveying unto said first party all of said second party's right, title and interest, both in law and in equity, which she now has in and to the following real and personal property, all of said property, both real and personal, being situate in the Town of Eureka, County of Eureka, State of Nevada:

Lot eight (8), Block twenty-two (22),  
Frame Building and Garage,  
Furniture,  
Goods and Merchandise,  
Store Fixtures and Furniture,  
1939 Plymouth P 8 Sedan, and 1930 Ford Pickup, and  
Wurlitzer Phonograph.

Said first party hereby covenants and agrees in consideration of the covenants and agreements hereinabove entered into by said second party, and by her to be done and performed and executed, to pay unto said second party the sum of Eight thousand Dollars (\$8,000.00), lawful money of the United States, said Eight Thousand Dollars (\$8,000.00) to be paid in the following manner; One thousand one hundred twenty-one Dollars and Eleven Cents (\$1,121.11), the same being the exchange value of certain United States Government Bonds described as follows:

C97331899E  
C69076609E  
L86126146E  
L18427500E  
Q5623814#  
Q57907E  
Q70469756E  
Q86173342E  
Q176964248E  
Q15159894E  
Q181288974E  
D7126609E  
D7224382E

said bonds to be delivered upon the date of the execution of this agreement; four thousand eight hundred seventy-eight Dollars and eighty-nine cents (4,878.89) to be paid on July 11, 1945, and the balance of Two thousand Dollars (\$2,000.00) to be paid with five (5) years from the date hereof. The execution of this agreement by the said second party is an acknowledgment of the receipt of the bonds hereinabove enumerated and described.

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO that that certain mining property commonly referred to as "Zinc Property" and situate in Eureka County, State of Nevada, and situate about fifty (50) miles North of the Town of Eureka, County of Eureka, State of Nevada, be henceforth owned by said first and second parties as tenants in common, share and share alike, and each of the parties agrees with the other that he or she will make and execute any and all necessary conveyances to carry out the covenant entered into in this paragraph.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES HERETO that the property hereinabove conveyed unto said first party shall be and remain his own separate property and that all the earnings, issues and profits thereof shall be said first party's separate property, and that said second party shall make no claim on said earnings as community property at any time hereafter. Said first party agrees that the said sum of Eight thousand Dollars (\$8,000.00) paid, and to be paid, by him to said second party shall be said second party's separate property, and that said first party shall make no claim upon the same or the earnings, issues and profits thereof as community property.

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

Victor Berincua  
First Party  
Teresa Berincua  
Second Party.

State of Nevada, )  
County of White Pine.) ss.

On this 10th day of July, 1945, personally appeared before me, a Notary Public in and for said County and State, VICTOR BERINCUA, known to me to be the person described in and who executed the foregoing instrument, whoduly acknowledged to me that he 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.

(Notarial Seal)  
My Commission Expires: 5/12/49

Mary Tartan  
Notary Public.

State of Nevada, )  
County of White Pine.) ss.

On this 10th day of July, 1945, personally appeared before me, a Notary Public in and for said County and State, TERESA BERINCUA, known to me to be the person described in and who executed the foregoing instrument, who duly acknowledged to me that she 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.

(Notarial Seal)  
My Commission Expires: 5/12/49

Mary Tartan  
Notary Public.

Recorded at the request of Victor Berincua Nov. 7, A.D. 1946 At 15 minutes past 3 P.M.

Peter Merialdo -- Recorder.