

Charles E. Carter, )  
to ) AGREEMENT.  
Bennett L. Aebischer.)

A G R E E M E N T

This agreement, made the 10 day of May, 1946, by and between Charles E. Carter, seller, the party of the first part, hereinafter called the seller, and Bennett L. Aebischer, the party of the second part, hereinafter called the buyer,

W I T N E S S E T H:

That the seller and the buyer, in consideration of their mutual promises to each other, hereinafter stated, have agreed, and by these presents do agree, as follows, to wit: The seller agrees to sell to the buyer, his heirs and assigns, the following lot or parcel of land situated in the county of Eureka, state of Nevada, and described as follows, to wit: Lots Number Three, Four, and Five, all in Block Number Eighty-three, as the same as delineated upon the official plat of the townsite of Eureka, county of Eureka, state of Nevada, approved November 17, 1937, together with all of the improvements located thereon.

And the buyer agrees to purchase the said parcel of land, and to pay the seller therefor the sum of Sixteen Hundred Dollars (\$1600.00) in current lawful money of the United States, as follows, to wit: the sum of Five Hundred Dollars (\$500.00), on the execution and delivery of this agreement, the receipt whereof is hereby acknowledged, and the residue of said purchase price to be paid in monthly installments of Twenty-five Dollars (\$25.00), per month, payable monthly in advance, on the 25 day of each and every month, commencing on the 25 day of May, 1946.

It is further agreed between the parties hereto that the buyer may, at his election at any time, pay the whole or any part of said installments, though the same be not due.

Upon the payment by the buyer of the said purchase price, at the time and in the manner above mentioned, the seller hereby agrees to make, execute, and deliver to the buyer, his heirs and assigns a good and sufficient deed to said property, free and clear of all encumbrances done or suffered by the seller, and subject only to the paramount title of the United States.

The buyer further agrees to pay the state and county taxes assessed against the land herein described during the term of this contract, and to charge no interest on deferred payments, provided the payments are made as agreed herein.

The due performance of all covenants and agreements on the part of the buyer is a condition precedent, whereon depends the performance of the agreements on the part of the seller. In the event of the failure of the buyer to comply with the covenants and agreements, or any thereof, on his part entered into, the seller shall be released from all obligation in law or in equity to transfer and convey said property, or any part thereof; and the moneys which he shall therefore have paid hereunder shall be considered as rent for the use of said premises, up to the time of default, and as liquidated damages for such default, and not as a penalty; and in such event the buyer will at once vacate and surrender said premises to the seller on demand.

This agreement is to bind the successors, heirs, executors, administrators, and assigns of the respective parties hereto.

Time is of the essence of this agreement; and this agreement is to be executed in duplicate.

Witness the hands of the parties to this agreement hereunto set the day and year first above written.

Charles R. Carter Seller.

Bennett L. Aebischer Buyer.

STATE OF NEVADA )  
 ) ss.  
COUNTY OF EUREKA )

On this 10 day of May, 1946, personally appeared before me, W.R.Reynolds, a Notary Public, CHARLES E. CARTER, known to me to be the person described in and who executed the foregoing instrument and who 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 in this certificate first above written.

(Notarial Seal)

W. R. Reynolds  
Notary Public.

For and in consideration of the sum of \$1.00 lawful money of the United States of America, to me in hand paid, I hereby sell, transfer and assign to Thomas Truman, all my right, title and interest in the foregoing Agreement.

Dated: Eureka, Nevada, this 25th day of November, 1946.

Bennett Aebischer.

State of Nevada, )  
 ) ss.  
County of Eureka.)

On this 25th day of November, A.D. 1946, personally appeared before me, Peter Merialdo, County Recorder & Auditor, in and for the County of Eureka, State of Nevada, BENNETT AEBISCHER, known to me to be the person described in and who executed the foregoing instrument, who 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 in office, the day and year first above written.

(SEAL)

Peter Merialdo

Recorded at the request of Mrs. Thomas Truman Nov. 25, A.D. 1946 At 30 minutes past 10 A.M.

Peter Merialdo---Recorder.