

File No. 27449

Contract

John B. Siri and Mrs. John B. Siri)
 to)
 Lawrence B. Riggins)

CONTRACT

THIS AGREEMENT, made and entered into the seventh day of August, 1948, between JOHN B. SIRI and MRS. JOHN B. SIRI, of Eureka, County of Eureka, State of Nevada, the parties of the first part, and LAWRENCE B. RIGGINS, of Victorville, County of San Bernadino, State of California, the party of the second part,

W I T N E S S E T H

That the said parties of the first part, in consideration of the covenants and agreements on the part of the said party of the second part, hereinafter contained, agree to sell and convey unto the said party of the second part, and said second party agrees to buy, all that certain lot and parcel of land, situate in the county of Eureka, State of Nevada, bounded and described as follows, to-wit:

The Southeast quarter of northwest quarter, the south half of northeast quarter, the north half of southeast quarter, the southwest quarter of southeast quarter and the east half of southwest quarter of section six (6), all in township twenty-four (24) North, Range fifty-three (53) East, M.D.B. & M. containing three hundred and twenty acres;

Also, lots numbered four and five (4 & 5) of Section Six, (6), in Township twenty-four (24) North of Range fifty-three (53) east and the southeast quarter of the northeast quarter and the Northeast quarter of the southeast quarter of Section one, (1) in Township twenty-four (24) North, of Range fifty-two (52) East of M.D.M. in Nevada, containing one hundred and fifty acres, and fifty-one hundredths of an acre;

Also, the southeast quarter of the southeast quarter and the lot seven (7) of Section six (6) and the north half of the northeast quarter, the northeast quarter of the northwest quarter, and the lot one (1) of Section seven (7) in Township twenty-four (24) north of Range fifty-three (53) east of M.D.M. in Nevada, containing two hundred thirty acres and twenty-eight hundredths of an acre.

TOGETHER WITH the following water rights, which are described in the Office of the State Engineer Certificate Record No. 938, Book 4, Page 938, Siri Spring; Certificate Record No. 939, Book 4, Page 939; Rock Spring; Certificate Record No. 965, Book 4, Page 965, Bennett Springs; and Certificate Record No. 966, Book 4, Page 966, Bennett Spring No. 1.

Also the following personal property, and real property; One five room house with bath, electricity, garage, barn, potatoe cellar, chicken houses and other out buildings, fenced and cross fenced, with corrals; 135 head of cattle with Brand Bar S (S) on left hip, (more or less) and unbranded calves with cows; 25 head of horses, more or less, branded on left thigh with following brand, (X); Also the following equipment: New Case tractor, mower, dump rake, disk, harrow, three wagons, derrick, with miscellaneous small equipment necessary for operation of the ranch.

For the sum of fifty thousand (\$50,000.00) dollars in current lawful money of the United States of America, as follows, to-wit: Five hundred (\$500.00) dollars on the execution of this contract, Forty-five hundred (\$4,500.00) dollars to be paid within thirty days of the execution of this agreement, Fifteen Thousand (\$15,000.00) dollars to be paid on or before September 15th, 1948, and the balance of Thirty Thousand (\$30,000.00) Dollars to be paid within ten years, with interest at the rate of five per cent (5%) on the unpaid balance, said interest to be paid on the 15th of September each and every year until this amount is paid. Said balance of Thirty Thousand (\$30,000.00) Dollars may be accelerated at the option of the buyer.

And the said party of the second part agrees to pay all state, and county taxes, or assessments of whatsoever nature, which are or may become due on the premises above described.

In the event of a failure to comply with the terms hereof by the said party of the second part, the said parties of the first part shall be released from all obligation in law or equity to convey said property, and the said party of the second part shall forfeit all right thereto.

And the said parties of the first part, on receiving such payment, at the time and in the manner above mentioned, agree to execute and deliver to the said party of the second part, or to his assigns, a good and sufficient deed for the conveying and assuring to said party of the second part, the title to the above-described premises free and clear of encumbrances.

And it is understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, and assigns of the respective parties, and that said party of the second part is to have immediate possession of said premises.

John F. Siri

Mrs. John B. Siri
Parties of the First Part

Lawrence B. Riggins
Party of the Second Part

STATE OF NEVADA,
COUNTY OF EUREKA.

On this 7th day of August, 1948, A.D., personally appeared before me a notary public in and for Eureka County, Nevada, JOHN B. SIRI and MRS. JOHN B. SIRI, 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.

Subscribed and sworn to before me,
this 7th day of August, 1948.

Louise B. Sexton
Notary Public

(Notarial Seal)

Recorded at the request of Lawrence B. Riggins, August 7, A.D., 1948, at 30 minutes past 1 P.M.

Peter Merialdo--Recorder.