

Agreement of Sale )  
Jerry Allen Merrick )  
to )  
W. R. Rand )

AGREEMENT OF SALE

THIS MEMORANDUM OF AGREEMENT, made and entered into this 7th day of September, 1951, by and between JERRY ALLEN MERRICK, OF the County of Elko, State of Nevada, the party of the first part, hereinafter called the "Vendor" and W. R. RAND, Of the County of Eureka, State of Nevada, the party of the second part, hereinafter called the "Vendee",

W I T N E S S E T H:

That for and in consideration of the sum of TEN and no/100 (\$10.00) DOLLARS, in hand paid by the Vendee to the Vendor, the receipt whereof is hereby acknowledged, and the covenants and agreements herein contained to be kept and performed by the parties hereto and the

payments to be made, it is hereby specifically covenanted and agreed between the parties hereto as follows, to-wit:

I. That the Vendor agrees to sell, and the Vendee agrees to purchase all that certain real and personal property, now owned by the Vendor, situate in Eureka County, Nevada, more particularly described as follows, to-wit:

All of the Vendor's undivided interest in and to that certain ranching property and range land and ranges of Vendor, situate in the County of Eureka, State of Nevada, described as follows:

The Southeast quarter of Section Twenty-Two, and the South one-half of Section Twenty-three, and the Southwest quarter of Section Twenty-four, Township Twenty-eight North, Range Fifty-two East, M.D.B. &M., Containing six hundred and forty acres.

Together with all water and water rights as may belong or be appurtenant to the said described property, including all ditches, dams, reservoirs and water rights of every kind and nature; together with all range, ranges, and range rights permits now used in connection with the described lands.

The foregoing description is meant to include, and is hereby specifically made to include all of the real estate of said Vendor situate in Eureka County, Nevada, whether the same is correctly described herein, or not, or at all, notwithstanding the foregoing description.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TOGETHER with all buildings and improvements situate thereon.

Together with all farm implements, tools and machinery household furniture, and other than personal belongings.

Together with all hay and pasture on said premises.

II. IT IS HEREBY COVENANTED AND AGREED, by and between the parties hereto that the purchase price of the real and personal property hereinbefore described, and the Vendor agrees to sell for and the Vendee agrees and covenants to pay for said real and personal property is as follows, to-wit:

(a) The sale price of Vendor's interest in said property is the sum of FIFTEEN THOUSAND and No/100 (\$15,000.00) DOLLARS, payable as follows, to-wit:

1. That there is to be escrowed with this agreement a conveyance in joint tenancy from the Vendor to Vendee and his wife, ELLA M. RAND, which conveyance is to be held by the FIRST NATIONAL BANK OF NEVADA, Elko Branch, in escrow until an Abstract is furnished, which said Abstract is to show that the above Deed conveys good and merchantable title to said premises and property. Provided further, that after the examination of the said Abstract that it appears there are legal defects that may be cleared, said Bank is authorized to close said transaction, deliver the Deed to the Vendee, and retain from the purchase price the sum of ONE THOUSAND and No/100 (\$1,000.00) DOLLARS, which shall be held by said Bank in a special account, subject to the check of MILTON J. REINHART, for purposes of placing said title in a merchantable condition, and the balance of the purchase price or the sum of FOURTEEN THOUSAND and No/100 (\$14,000.00) DOLLARS is to be credited to the account of JERRY ALLEN MERRICK in the FIRST NATIONAL BANK OF NEVADA, Elko Branch.

III. Possession of said premises and property is to be given to Vendee on payment for said property in full, considering the withholding of the above-mentioned \$1,000.00 by said Bank, as payment. All costs of operation up to the time of delivery of possession to Vendee are to be paid by GERALD CLAYTON, who is now in possession of said premises and owns the other half thereof.

IV. Vendor agrees to furnish a good and merchantable title to said premises and to pay all costs of placing the same in a merchantable condition, and agrees to furnish the Abstract

therefor; the other half of the costs to be paid by said GERALD CLAYTON; and Vendor hereby authorizes said MILTON J. REINHART to expend from said \$1,000.00 withheld, if necessary, one-half of all expenses required in placing the title to said property in a merchantable condition.

V. Vendor agrees that all 1950 taxes shall be paid and further that all 1951 taxes shall be paid; it being understood that said GERALD CLAYTON in possession of said premises will pay the same; thereafter Vendee is to pay all taxes.

VI. That it is further agreed and understood that all lands herein sold are to be patented lands.

VII. That Vendor will place revenue stamps, at his own expense, on said Deed in the amount of \$15.40, which said Escrow Holder is hereby authorized to deduct from the payments and attach to said Deed.

VIII. That said FIRST NATIONAL BANK OF NEVADA, Elko Branch, of Elko, Nevada, is hereby relieved of all liability, either at law or in equity, for the delivery or non-delivery of any of the deeds and papers escrowed herewith, and are relieved of all liability hereunder except gross negligence.

IX. That this Agreement is to inure to the benefit of the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and executed this Agreement in triplicate, the day and year in this Agreement first above written.

Jerry Allen Merrick  
- Vendor -  
W R Rand  
- Vendee -

STATE OF NEVADA, )  
                  ) ss.  
COUNTY OF ELKO. )

On this 7th day of September, 1951, personally appeared before me, a Notary Public, in and for said County and State, JERRY ALLEN MERRICK and W. R. RAND, known to me to be the persons described in and who executed the foregoing instrument, and who severally 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 the day and year in this Certificate first above written.

(Notarial Seal)

Milton J. Reinhart  
- NOTARY PUBLIC -

My Commission Expires: September 11, 1951.

Recorded at the Request of W. R. Rand Sept. 10 A.D. 1951 At 50 minutes past 9 A.M.

R. W. Gibson--Recorder.