

GERALD CLAYTON, ET UX)

to)

) AGREEMENT OF SALE

W. R. RAND)

AGREEMENT OF SALE

THIS MEMORANDUM OF AGREEMENT, made and entered into this 7th day of September, 1951, by and between GERALD CLAYTON and ERMA CLAYTON, his wife, of the County of Eureka, State of Nevada, the parties of the first part, hereinafter called the "Vendors" and W. R. RAND, of the same place, 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 Vendors, 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 Vendors agree 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 Vendors' interest, undivided, in and to that certain ranching property and range land and ranges of Vendors, situate in the County of Eureka, State of Nevada, described as follows:

IN TOWNSHIP 28 NORTH, RANGE 52 EAST, M. D. B. & M.

Section 22: SE $\frac{1}{4}$
Section 23: S $\frac{1}{2}$
Section 24: SW $\frac{1}{4}$

Containing six hundred and fourth acres, more or less.

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, and 1 W. C. Allis Chalmers Tractor, complete with attachments.

Together with all hay and pasture on said premises.

II. IT IS HEREBY COVENANTED AND AGREE, by and between the parties hereto that the purchase price of the real and personal property hereinbefore described, and the Vendors agree 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 Vendors' interest in said property is the sum of EIGHTEEN THOUSAND and No/100 (\$18,000.00) DOLLARS, payable as follows, to-wit:

1. The sum of SIX THOUSAND and No/100 (\$6,000.00) DOLLARS on the execution of this agreement, the receipt whereof is hereby acknowledged. Provided further, that if said Vendors cannot furnish merchantable title that said \$6,000.00 is to be immediately returned to said Vendee.

2. That the balance thereof, to-wit: The sum of TWELVE THOUSAND and No/100 (\$12,000.00) DOLLARS IS payable upon furnishing Deed conveying and Abstract showing good and merchantable title in Vendors.

3. That there is to be escrowed with this agreement a conveyance in joint tenancy from the Vendors to the 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 ELEVEN THOUSAND and No/100 (\$11,000.00) DOLLARS is to be credited to the account of GERALD CLAYTON and ERMA CLAYTON, his wife, 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 Vendors.

IV. Vendors agree to furnish a good and merchantable title to said premises and to pay all costs of placing the same in a merchantable condition, and agree to furnish the Abstract therefor; half of the costs are to be paid by JERRY ALLEN MERRICK; and Vendors hereby authorize 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. Vendors agree that all 1950 taxes shall be paid by them, and further that they shall pay all 1951 taxes; 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 Vendors will place revenue stamps, at their 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.

Gerald Clayton

Erma Clayton
- Vendors -

W R Rand
- Vendee -

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

On this 8th day of September, 1951, personally appeared before me, a Notary Public, in and for said County and State, GERALD CLAYTON 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.

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

On this 10th day of September, 1951, personally appeared before me, a Notary Public, in and for said County and State, ERMA CLAYTON, known to me to be the person described in and who executed the foregoing instrument, and who 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 in this Certificate first above written.

(Notarial Seal)

Milton J. Reinhart
 NOTARY PUBLIC

My Commission Expires: 9/11/51.

Recorded at the Request of Milton J. Reinhart Sept. 12 A.D. 1951 At 40 minutes past 11 P.M.

R. W. Gibson--Recorder.