

File No. 29182

A. C. Florio,

to

) CONTRACT OF SALE
)

Edward Melka and Helen Melka.)

CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 13 day of November, 1951, by and between EDWARD MELKA and HELEN MELKA, husband and wife of Eureka, Nevada, hereinafter called the buyers, and A. C. Florio of the same place, hereinafter called the seller,

W I T N E S S E T H:

That the seller for and in consideration of the covenants and agreements on the part of the said buyers to be kept and performed hereby covenants and agrees with the said buyers to sell the following described patented land, lying and situated within the county of Eureka, state of Nevada, consisting of eighty (80) acres, and more particularly described as follows, to-wit:

SW $\frac{1}{2}$ SE $\frac{1}{4}$; SE $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 24, Township 20, Range 53 East, consisting of eighty (80) acres of patented land, formerly owned by Tony DePaoli and sold to A. C. Florio.

IT IS AGREED AND UNDERSTOOD between the buyers and seller that said patented land shall be paid for strictly in the following times and manner, to-wit: The buyers agree to pay to the seller the sum of Two hundred (\$200.00) dollars, immediately upon the execution of this agreement, as a down payment; and thereafter to pay to the seller the sum of One hundred dollars every six months, commencing with the first payment on the 13th day of May, 1952, until

the full purchase price (\$800.00) including interest at the rate of 6% percent is paid.

IT IS AGREED AND UNDERSTOOD that any default in the payment of interest or any installment hereinbefore set forth shall constitute a forfeiture of this agreement, and in that event the seller shall have the right to declare this agreement nul and void, and thereafter shall be in no wise obligated to convey said property to the said buyers and shall have the right to repossess and take possession of said land as in its first and former estate, and thereafter any amounts of money as payments heretofore paid by the buyers to the seller shall be forfeited and become the property of the seller as rent and liquidated damages.

IT IS AGREED AND UNDERSTOOD between the parties that the buyers are granted, under any rights the seller now possesses, or may possess, the right and privilege to run fifteen (15) head of cattle on the public domain adjacent to said patented land.

IT IS AGREED AND UNDERSTOOD that upon final payment of the purchase price of said patented land, including interest, that the said seller will make and execute a good and sufficient deed to said land and immediately deliver the same to the buyers.

It is agreed and understood that this agreement shall be binding upon the heirs, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 13 day of November, 1951.

Edward Melka

Helen Melka
The Buyers.

A. C. Florio
The Seller.

STATE OF NEVADA)
 : ss
County of Eureka)

On this 13 day of November, 1951, personally appeared before me, a County Clerk, in and for said county and state, Edward Melka, Helen Melka and A. C. Florio, known to me to be the parties described herein, who acknowledged to me that they executed the foregoing instrument freely and voluntarily and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and seal at Eureka, Nevada, this 13 day of November, 1951.

(SEAL)

Ed Delaney
COUNTY CLERK.

Recorded at the request of A.C. Florio Nov. 15 A.D. 1951 At 0 minutes past 3 P.M.

R. W. Gibson--Recorder.