

Dillon Oxborrow and)
 Hannah Oxborrow,)
 husband and wife,)

to) ESCROW AGREEMENT

Rex Oxborrow and)
 Bernice Oxborrow,)
 husband and wife.)

ESCROW AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of September, 1951, by and between DILLON OXBORROW and HANNAH OXBORROW, husband and wife, both of the City of Ely, County of White Pine, State of Nevada, the parties of the first part, hereinafter called the "Vendors", and REX OXBORROW and BERNICE OXBORROW, husband and wife, both of Eureka, County of Eureka, State of Nevada, the parties of the second part, hereinafter called the "Vendees";

W I T N E S S E T H:

For and in consideration of the sum of Sixteen Thousand (\$16,000.00) Dollars the Vendors hereby covenant and agree to sell and convey to said Vendees, and said Vendees agree to buy and purchase from said Vendors all the fixtures, stock, equipment and merchandise located in the EUREKA MEAT AND GROCERY Store and all accounts receivable and due and owing said Store as of the date above-mentioned.

It is hereby specifically covenanted and agreed between the parties hereto, that the Vendors agree to sell, and the Vendees covenant and agree to pay for said property, the sum of Sixteen Thousand (\$16,000.00) Dollars, plus interest at the rate of six percent (6%) per annum, payable in the following manner, to-wit:

- (a) The sum of One Hundred Twenty-five (\$125.00) Dollars per month, commencing on the 10th day of September, 1951, plus interest at the rate of six percent (6%) per annum on the unpaid balance, and the payment of a like sum plus interest on the 10th day of each and every month thereafter until the purchase price has been paid;
- (b) Said payments above-mentioned shall be made on the 10th day of each and every month, to DILLON OXBORROW and HANNAH OXBORROW at, 1685 Allen Street, Washoe County, Reno, Nevada, the parties of the first part, and Vendors above-mentioned.

NOW THEREFORE, THIS AGREEMENT, WITNESSETH: That the said Bill of Sale shall be placed in Escrow with DILLON OXBORROW of 1685 Allen Street, Reno, Nevada, Washoe County, to remain there until the said Vendees shall have paid all of the said installments, together with interest, as herein provided, and fulfilled all the obligations of this agreement upon their part; it being also understood that the Vendees shall have the right to pay the whole of the balance of the purchase price at any time before maturity of this agreement, with interest thereon.

If the Vendees shall fully pay and discharge said balance of purchase price when due, and fulfill all the obligations of this agreement upon their part, the said DILLON OXBORROW shall thereupon and not otherwise deliver the said Bill of Sale to the Vendees.

TIME IS OF THE ESSENCE OF THIS AGREEMENT, and if the Vendees, shall make default for a period of thirty (30) days, in the payment of any installment when due, as herein provided, or in the fulfillment of any terms, covenants or conditions of this agreement upon their part, the vendors may, at their option, declare this agreement void, thereupon demand and receive said Bill of Sale from said DILLON OXBORROW; and thereupon the vendees agree to promptly and peaceably surrender to the vendors, the possession of the above described premises.

In case of such default and of such return of said Bill of Sale, the vendors shall not be under any obligation to return any portion of the monies theretofore paid them by the said vendees, but the sum or sums so paid shall be deemed agreed as payment for the use and occupation of the said premises and as liquidated damages to be retained by the vendors for the breach of this agreement.

It is further agreed that the vendees may at any time by defaulting on any of the payments above-mentioned from the date of this agreement relinquish all rights in equity which they may obtain in said premises without further liability or charge; it being specifically understood by the vendors and vendees herein mentioned that the vendees shall not be liable for the full purchase price or any unpaid balance thereon should said vendees decide to forfeit their equity therein and relinquish possession of the said premises to the vendors above-mentioned. However, upon default in any of the payments above-mentioned or upon relinquishing said premises to the vendors the vendees shall forfeit all right to recovery of any of the monies previously paid upon the contract of purchase as agreed damages although they shall not be liable for any subsequent payments after date of default or relinquishment of said premises.

Taxes and fire insurance on the said premises shall be paid by the vendors; provided, however, that fire insurance on all fixtures, merchandise and equipment shall be carried by the vendees.

Further, it is hereby mutually agreed that the vendees shall carry liability insurance on all rolling stock, as per the Nevada Safety Responsibility Act, and should said insurance not be carried by the vendees, the vendors may thereupon so insure said rolling stock and add the cost of the premiums to the purchase price herein mentioned.

It is further agreed that the vendees shall take immediate possession of the property, and have full rights to the use thereof; provided, however, that title to all stock, merchandise and equipment remains in the vendors' until the full purchase price above-mentioned is paid.

It is expressly understood that the sale of the premises above-mentioned, including the real estate and the EUREKA MEAT AND GROCERY Store Building thereon, is not contemplated or covered by the terms of this agreement, the purchase price above-mentioned being offered and given solely for all fixtures, stock, equipment, delivery truck and accounts receivable, and for all other personalty now located in, upon or belonging to said business above-mentioned. The vendors hereby expressly retain all right, title and ownership to the said real estate and the EUREKA MEAT AND GROCERY Store Building.

It is further agreed that in addition to the payments of principal and interest above-mentioned, the vendees shall pay to the vendors, during and after the life of this agreement, the sum of Seventy-five (\$75.00) Dollars per month rental for said building.

It is also agreed by the vendees herein that they shall not sublease the said premises without the written consent of the vendors.

It is further agreed that the vendors shall have full right of inspection of said premises at any time until the entire purchase price is paid; provided, however, that the vendees may at their option make any improvements they so desire at their discretion without the consent of the vendors.

IN WITNESS WHEREOF, the vendors and the vendees have hereunto set their hands the day and year in this agreement first above written.

Dillon Oxborrow

Hannah Oxborrow

Vendors

Rex Oxborrow

Bernice Oxborrow

Vendees

STATE OF NEVADA)
: ss.
COUNTY OF WHITE PINE)

On this 14th day of September, 1951, personally appeared before me, a Notary Public in and for said County and State, DILLON OXBORROW and HANNAH OXBORROW, husband and wife, known to me to be the persons described in and who executed the foregoing instrument, who each acknowledged to me that they and each of them executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my official seal the day and year first above written.

(Notarial Seal) Nancy Miller
Notary Public
My Commission Expires: Jan. 11, 1954.

STATE OF NEVADA)
: ss.
COUNTY OF EUREKA)

On this 15 day of September, 1951, personally appeared before me, a Notary Public in and for said County and State, REX OXBORROW and BERNICE OXBORROW, husband and wife, known to me to be the persons described in and who executed the foregoing instrument, who each acknowledged to me that they and each of them executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my official seal the day and year first above written.

(Notarial Seal) A.J. O'Connell
Notary Public
My Commission Expires: 7-24-54

Recorded at the Request of Dillon Oxborrow February 5 A.D. 1955 At 0 minutes past 10:00 A.M.

E. B. Crane--Recorder
By Angela Evans----Deputy Recorder.