

Blanche Olinger and)
Lee Olinger, her husband,)
to) CONTRACT OF SALE
Josephine Rogers.)

THIS AGREEMENT, made and entered into this 3rd day of October, 1955, by and between BLANCHE OLINGER and LEE OLINGER, her husband, of the town of Eureka, county of Eureka, State of Nevada, first parties, and JOSEPHINE ROGERS of the same place, second party,

WHEREAS, the first parties warrant and covenant that they have good and sufficient title to the herinafter described premises, and that the same is free and clear of all liens, encumbrances, violations and leases, and that they have the sole and exclusive right to sell and convey the same,

Lots 1 through 11 inclusive, of Block 50 and all of Block 49 of the Town of Eureka, County of Eureka, State of Nevada, as the same is described and laid down upon the official plat of the said Townsite of Eureka, County of Eureka, State of Nevada, approved by the General Land Office of the United States on November 19, 1937, and on file in the office of the County Recorder of Eureka County, Nevada.

Together with all personal property owned by the first parties and situate in or on said property including, but without limitation thereto, the bar, and other fixtures thereto.

a. The sum of THREE HUNDRED (\$300.00) DOLLARS as a down payment, to be paid by the second party unto the first parties simultaneously with the execution of this agreement.

b. The sum of ONE HUNDRED (\$100.00) DOLLARS on the first day of October, 1955, and the balance and remainder in monthly installments of ONE HUNDRED (\$100.00) DOLLARS payable on the first day of each and every month thereafter, with interest on the unpaid balance at the rate of FOUR (4%) PERCENT per annum.

IT IS AGREED AND UNDERSTOOD by and between the parties that when the full purchase price of EIGHT THOUSAND AND ONE HUNDRED (\$8,100.00) DOLLARS has been fully paid, plus interest at the rate of FOUR (4%) per annum, that the said parties of the first part will make, execute and deliver a good and sufficient grant, bargain and sale deed to said property conveying a good and sufficient title unto the said second party.

First parties hereby warrant and agree to defend the title to the lands hereinbefore described and that they shall save and keep second party free and clear of all liens, encumbrances and obligations during the life of this agreement.

Second party agrees that she shall and will keep the aforesaid premises free and clear of all costs, liens and encumbrances done, made or suffered by her, and that she will not do any act or thing which would cause any lien or encumbrance to be placed against said property or any part thereof; the second party further agrees to save and keep the first parties free and harmless from any of the same.

IT IS FURTHER AGREED that all taxes due or to be levied against said property during the term of this agreement shall be paid by the first parties.

IT IS AGREED that the insurance policy now in force and which is carried by the first parties shall be continued by and be for the benefit of first parties.

The second parties shall maintain the improvements upon the above described premises and all personal property the subject hereof in as good condition as the same are now in, reasonable wear and tear excepted.

Should the second party default in the payment of any installment required to be made by her pursuant to said contract, or a breach of any other covenant or agreement by her to be kept and performed, and should such default continue for a period of thirty days after written notice given by the first parties to the second parties naming the nature of the default, and specifying the remedy, then in either event the first parties may, at their option, forthwith declare this contract forfeited and terminated and shall have the full right to repossess the said property peaceably from the second party and all sums of money paid hereunder by the second party shall be retained by the first parties as rent and liquidated damages.

The second party shall have the right to assign this contract providing the assigns shall assume all of the obligations and duties of second party hereunder.

This contract shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands in duplicate as of the day and year first above written.

Blanche Olinger
Lee Olinger
FIRST PARTIES

Josephine Rogers
Second Party.

STATE OF NEVADA)
: ss.
County of Eureka)

On this 3rd day of October, 1955, personally appeared before me, BLANCHE OLINGER and LEE OLINGER and JOSEPHINE ROGERS, known to me to be the persons described in and who executed the foregoing instrument and who 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 first above in this certificate written.

(Official Seal) Ed Delaney County Clerk.
Ex-Officio Clerk of the Third Judicial Court.

Recorded at the Request of Lee Olinger Oct. 3 A.D., 1955 At 25 minutes past 3 P.M.

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