

Oscar Carrol )

to )

Aldon Napoleon Palmore )

AGREEMENT TO ASSIGN AND CONVEY A DESERT LAND ENTRY

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THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 1958, by and between OSCAR CARROL, hereinafter referred to as First Party, and ALDON NAPOLEON PALMORE, hereinafter referred to as Second Party,

W I T N E S S E T H:

Whereas, First Party is the lawful entryman, under the Desert Entry laws of the United States of America, of that certain piece and parcel of land as hereinafter described, situate, lying and being in the County of Eureka, State of Nevada, and that

Whereas, First Party is desirous of assigning and conveying such desert entry, together with all of his right, title, interest and estate in and to said hereinafter described land, to Second Party, and that

Whereas, there will be a certain lapse of time between the time of execution of this agreement and the making of final proof on said land, and that

Whereas, the parties hereto are desirous of protecting the rights of their respective heirs, administrators and assigns during the said interim period, and to make sure that the conveyance and assignment will in fact take place according to the law at the time and under the circumstances as prescribed by law, and as is hereinafter set forth.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States, receipt whereof is hereby acknowledged, and in consideration of the mutual promises of the parties, one to the other, it is covenanted and agreed between the said parties as follows:

1. Second Party promises and agrees to do all the necessary improvement work and all other things necessary to prepare the land under the laws of the United States, with particular reference to the Desert Entry laws, for final proof to be made, entered and filed.
2. Second Party further promises and agrees to prepare all necessary forms, papers and applications to be made and executed for the purpose of making such final proof under the Desert Entry laws of the United States.
3. Second Party further promises and agrees to prepare a quit claim deed which shall convey all of First Party's right, title and interest in and to said hereinafter described property.
4. First Party herein promises, covenants and agrees to yield quiet possession of the hereinafter

described property upon the execution of this agreement, and to warrant said quiet possession against all the world except the United States up and until final proof has been made.

5. First Party further covenants and agrees to execute all necessary papers, applications, forms and affidavits of whatever kind or nature which may be necessary for the purpose of making final proof, and that First Party will execute such papers upon being presented with them by Second Party, who will present them within the time prescribed by law and at his best convenience.

6. First Party further covenants and agrees to executed a quit claim deed to said property when it shall be presented to him by Second Party, completely prepared and ready for execution, and that First Party will execute said quit claim deed by affixing his signature thereto and having his wife's signature affixed thereto, and having such signatures duly acknowledged as provided by the laws of the State of Nevada.

7. The land which is the subject matter of this agreement is described as:

The North  $\frac{1}{2}$  of Section 28, Township 22 North, Range 54 East, Mount Diablo Meridian, and as further described in the records of the Land Office of the United States and as set forth in the application for entry as made heretofore by First Party.

8. It is mutually agreed, promised and covenanted by and between the parties hereto that this agreement shall be binding absolutely upon the administrator, executors, heirs and assigns of these, the said respective parties.

IN WITNESS WHEREOF, we set out hands and seals this 7th day of November, 1958.

Oscar Carroll

First Party

Stella Leeola Carroll

His wife

Aldon Napoleon Palmore

Second Party

STATE OF CALIFORNIA     )  
                                  )SS  
COUNTY OF SANTA BARBARA     )

Before me Dorothy Griggin a Notary Public in and for said County and State, personally appeared before me OSCAR CARROLL and STELLA LEEOLA CARROLL, husband and wife, of Santa Maria, California, known to me to be the persons described in the foregoing instrument, and who acknowledged to me that the execution of the same is voluntary and for the intents and purposes therein set forth.

(Notarial Seal)

My commission expires: Aug. 18, 1962

Dorothy Griggin

Notary Public in and for said County and State.

STATE OF NEVADA     )  
                                  )SS.  
COUNTY OF EUREKA     )

Before me, Willis A. DePaoli a Notary Public in and for said County and State, personally appeared before me ALDON NAPOLEON PALMORE, of Eureka, Nevada, known to me to be the person described in the foregoing instrument, and who acknowledged to me that the execution of the same is voluntary and for the intents and purposes therein set forth.

(Notarial Seal)

My commission expires: Oct. 14, 1961

Willis A. DePaoli

Notary Public in and for said County and State

Recorded at the request of Aldon Palmore, Nov. 14, A.D. 1958 At 30 minutes past 1 P.M.

Marian Herrera - Recorder.