

File No. 35219

Eureka Farms Corporation)
, Seller)

and

**Edward B. Anderson and
Jerry Lee Anderson
Buyer**

AGREEMENT OF PURCHASE AND SALE

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This Memorandum of Agreement made and entered into this 28th day of December, 1960, by and between Eureka Farms Corporation, a Nevada Corporation, party of the First Part (herein referred to as "SELLER") and EDWARD B. ANDERSON and JERRY LEE ANDERSON, parties of the second Part (herin referred to as "BUYER") WITNESSETH:

That for and in consideration of the covenants, conditions 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 BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

I

Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from the Seller, all that certain real property now owned by Seller, and situate, lying and being in the County of Elko, State of Nevada, and more particularly described, as follows, to wit:

TOWNSHIP 34 NORTH, RANGE 63 EAST, M. D. B. & M.

Section 10: E $\frac{1}{2}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$;

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

II

The Buyer shall pay to Seller in full as the purchase price of the above-described real property the sum of TWO THOUSAND, FOUR HUNDRED DOLLARS (\$2,400.00) payable by the Buyer to the Seller in the following manner, to wit:

- 1) The buyer shall pay Seller the sum of \$800.00 simultaneously with the execution of this agreement, receipt of which \$800.00 is hereby expressly acknowledged;
- 2) The balance of \$1,600.00 shall be payable on or before January 1, 1962, together with interest thereon at the rate of six (6%) per cent per annum payable until said total balance of \$1,600.00 and interest shall have been paid in full.

III

Upon receipt of the total payment in full, together with all interest due thereon,
Seller shall deliver to Buyer its good and sufficient Grant, Bargain and Sale Deed.

IV

Seller shall furnish this agreement and the deed with the proper amount of documentary stamps placed thereon. The Buyer shall pay for the recording of the Deed.

V

The date of possession of the property shall be the date of the execution of this agreement.

VI

State, County and School District taxes shall be prorated as of the first day of January , 1961.

VII

This contract shall be binding upon and 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 respective hands to this agreement in duplicate.

EUREKA FARMS CORPORATION

By Robert C. Politiski President

By W Gordon Secretary
SELLER

Edward B. Anderson
EDWARD B. ANDERSON

Jerry Lee Anderson
JERRY LEE ANDERSON - Buyer

Recorded at the request of Edward B. Anderson January 30, A.D., 1961 At 05 minutes past 8 A. M.

Willis A. DePaoli - Recorder.