

Filed February 16, 1961

No. 694

\_\_\_\_\_, Clerk

By N.J.Morrison, Deputy

GRAY AND HORTON  
ELY, NEVADA  
ATTORNEYS FOR ADMINISTRATOR

IN THE THIRD JUDICIAL DISTRICT COURT OF THE STATE OF  
NEVADA, IN AND FOR THE COUNTY OF EUREKA

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IN THE MATTER OF THE ESTATE )  
OF )  
JOSEPHINE ROGERS, also known as )  
JOSEPHINE BURNS, )  
DECEASED. )

ORDER CONFIRMING SALE

FRED MINOLETTI, Administrator of the estate of JOSEPHINE ROGERS, also known as JOSEPHINE BURNS, Deceased, having returned to the above entitled Court and filed herein his verified return and report of sale of the hereinafter described property made by him to MADGE WATERS, and the matter coming on regularly to be heard this 16th day of Feb., 1961, and there being personally present in Court said Administrator, FRED MINOLETTI, represented by the firm of GRAY AND HORTON, attorneys for the above named Administrator, and this Court having examined the said return and having taken testimony in open Court, and it appearing to the Court that said Administrator caused notice of the time, terms, conditions and place of holding said sale to be published pursuant to statute for three (3) times, being three (3) publications one week apart, before the day on or after which the sale was to be made, and said notice having been published in the Eureka Sentinel, a newspaper of general circulation printed and published in the County of Eureka, State of Nevada, in which said County and State the property sold is situate and being in which notice of sale the property to be sold was described with common certainty as follows, to-wit:

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

1959 Detroiter House Trailer, Model 45 Ft. 10 In. wide, Serial No. E145TD1OWP8164.

That MADGE WATERS was the highest, best and only bidder; that said sum being the highest and best sum bid and it further appearing that it is for the best interest of said

estate to sell all of said above described property; and that the price for which such above described property is sold is not disproportionate to the value thereof, and that a sum exceeding said bid at least ten percent (10%), exclusive of the expenses of a new sale, cannot be obtained; that the said above described property has been appraised within one (1) year previous to the time of said sale; and that the sum of Twelve Thousand Dollars (\$12,000.00) offered by said Purchaser is more than ninety percent (90%) of the appraised value of said above described property; and it further appearing that notice of the filing of the Return and Report of Sale and Petition for Confirmation of Sale of said above described property and the time of hearing thereof was given as required by law.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said sale of said above described property to MADGE WATERS be, and the same is hereby, confirmed, approved and declared in all things valid; and that said Administrator be, and he is hereby, authorized to enter into the necessary written agreements with said Purchaser to carry out the terms of said sale as set forth in the Return and Report of Sale heretofore filed herein, and to deliver a Deed and Bill of Sale to said Purchaser and to take, as security for the unpaid portion of said purchase price, being the sum of Nine Thousand Dollars (\$9,000.00), (the sum of Three Thousand Dollars (\$3,000.00) having heretofore been paid as a down payment, a Promissory Note secured by a Deed of Trust on the real property and a Chattel Mortgage on the personal property; said Note to be payable in monthly installments of not less than One Hundred Dollars (\$100.00) per month; said Deed of Trust and Chattel Mortgage are to be in usual form incorporating all statutory covenants and shall provide that the Grantor (Purchaser) shall pay all taxes levied upon the property and shall keep the said property insured in the amount equal to the unpaid balance of said note; all insurance policies are to have attached thereto riders providing for payment in accordance with the interest of the respective parties.

DONE in open Courth this 16th day of February , 1961.

JOHN F. SEXTON /s/  
District Judge

STATE OF NEVADA,            )  
                                  ) ss  
County of Eureka.        )

I, N. J. Morrison County Clerk and ex-officio Clerk of the Third Judicial District Court of the State of Nevada, Eureka County, do hereby certify that the annexed is a full, true and correct copy of ORDER CONFIRMING SALE as appears as of record and on file in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand officially and affixed the seal of said Court, at office in the Town of Eureka, this 16th day of February, A.D. 1961.

(Official Seal)

N. J. Morrison, County Clerk,  
And ex-officio Clerk of the District Court, Eureka County.

Recorded at the request of C. E. Horton February 16, A.D., 1961 At 16 minutes past 3 P. M.  
Willis A. DePaoli- Recorder.