

File No. 35489

Earl Pollard and)
) AGREEMENT
 Owen Pollard)

A G R E E M E N T

THIS AGREEMENT, executed this 29th day of June, 1960, by and between EARL POLLARD, hereinafter called "Seller", and OWEN POLLARD, hereinafter called "Buyer";

W I T N E S S E T H:

WHEREAS, Seller has pending an application for patent pursuant to Desert Land Entry Act, and

WHEREAS, Buyer is desirous of acquiring the land the subject matter thereof, and

WHEREAS, the parties hereto have agreed upon the purchase price therefor in the sum of Four Thousand Seventy Dollars (\$4,070.00);

NOW, THEREFORE, for and in consideration of the premises and the things to be done and performed and the payments to be made by the said Buyer, said Seller agrees as follows:

1. That he will prosecute with due diligence all things necessary to cause the issuance of such patent.
2. That upon the issuance of said patent by the United States to Seller, Seller will forthwith execute and deliver into escrow, as hereinafter provided, a Deed to said land conveying title from Seller and his wife to Buyer.

For and in consideration of the premises and the things to be done and performed by the said Seller, Buyer agrees as follows:

1. To pay Five Hundred Dollars (\$500.00) as down payment upon the execution of this Agreement.
2. To pay the balance of such purchase price, being the sum of Three Thousand Five Hundred Seventy Dollars (\$3,570.00) within four (4) years from the date ^{that} said Deed is placed in escrow; such balance to be paid in four (4) equal annual installments, with the privilege, however, to the said Buyer to pay off the entire balance during said four (4) year period, or any sum in excess of the required annual installments hereunder; interest to be paid at the rate of five percent (5%) per annum in addition to said installment on the decreasing balance of said purchase price.
3. From the date of the escrow of said Deed, to pay all taxes, levied or assessed, against said lands.

For and in consideration of the premises and the things to be done and performed by each of the parties hereto, it is mutually agreed as follows:

1. The above referred to lands are described as the E $\frac{1}{2}$ of Section 8, Township 22 North, Range 54 East, M.D.B. & M.
2. That the First National Bank of Nevada at Eureka, Nevada, shall act as escrow agent herein, and is hereby instructed as follows:
 - A. That the original of this Agreement shall be escrowed with said bank as escrow agent.
 - B. That upon deposit with said escrow agent of the above referred to Deed, the annual installments shall be due and payable one (1) year from such date; provided, however, that as to each four (4) installments hereinabove referred to, the said Buyer shall have a thirty day (30) grace period to make the payments.
 - C. That upon the payment of the purchase price in full and within the time limits hereinabove provided for, the escrow agent shall at that time deliver the Deed escrowed herein to said Buyer.
 - D. In the event that the said Buyer does not make the annual payments herein required, or within the said thirty (30) day grace period, the said Buyer shall thereupon be in default, and upon written demand therefor, the escrow agent is hereby instructed to return the escrowed Deed to the said Seller.
 - E. Upon the payment of the last installment, said escrow agent is hereby authorized to deduct therefrom such amount as is required for revenue stamps, and to place the same on said Deed before delivery to Buyer.

3. That said Buyer shall pay all escrow fees hereunder.

4. That this Agreement shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

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

Earl Pollard
Seller

Owen Pollard
Buyer

State of Nevada,)
) ss.
County of Eureka.)

On this 29th day of June, 1960, personally appeared before me, a Notary Public in and for said County and State, EARL POLLARD, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he 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 last above written.

(Notarial Seal)

Willis A. DePaoli
Notary Public

My Commission Expires: 10-14-61

State of Nevada,)
) ss.
County of Eureka.)

On this 29th day of June, 1960, personally appeared before me, a Notary Public in and for said County and State, OWEN POLLARD, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he 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 last above written.

(Notarial Seal)

Willis A. DePaoli
Notary Public

My Commission Expires: 10-14-61.

Recorded at the request of Owen Pollard July 29, A.D., 1961 At 15 minutes past 3 P. M.