

Wm. Earl Pollard and  
Lois Pollard

to

Melvin J. Bailey and  
Alleen Bailey, and  
Robert O. Burnham  
and Eleaine Burnham, and  
Steimlie Bailey and Perry  
H. Burnham and Madeline  
Burnham

CONDITIONAL CONTRACT OF SALE.

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THIS CONDITIONAL CONTRACT OF SALE, made this 23rd day of May, A.D. 1961, by and between WM. EARL POLLARD and LOIS POLLARD, Husband and Wife, of Eureka, Nevada, the parties of the first part, hereinafter called the Sellers, and MELVIN J. BAILEY and ALLEEN BAILEY, Husband and Wife, and ROBERT O. BURNHAM and ELAINE BURNHAM, Husband and Wife, and STEIMLIE BAILEY, an unmarried man, whose business addresses are Eureka, Nevada, and PERRY H. BURNHAM and MADELINE BURNHAM, Husband and Wife of Denver, Colorado, the parties of the second part, hereinafter called the Buyers,

W I T N E S S E T H:

WHEREAS, the Sellers herein are purchasing certain lands hereinafter described from William A. Jones and Phyllis J. Jones, his wife, and Albert L. Jones and Era Jones, his wife, of Overton, Nevada, same being situate in Eureka County, Nevada, under the terms and conditions of a Conditional Contract of Sale made and entered into by and between the said parties on the 15th day of November, 1958, reference to which is hereby made for greater certainty and particulars; and,

WHEREAS, all papers having to do with said purchase of property by the Sellers herein as aforesaid are now a part and parcel of an escrow held by the First National Bank of Nevada, Eureka Branch of Eureka, Nevada, reference to which is hereby made for greater certainty and particulars; and,

WHEREAS, the Sellers herein have agreed to sell a portion of the land constituting the subject matter of the escrow agreement hereinbefore mentioned to the Buyers designated under this Contract who have agreed to purchase same under the terms and conditions hereafter expressed, subject only to the approval of William A. Jones and Phyllis J. Jones, his wife, and Albert L. Jones and Era Jones, his wife.

FIRST. NOW THEREFORE, Wm. Earl Pollard and Lois Pollard, husband and wife, of Eureka, Nevada, hereinafter called the Sellers, hereby agree to sell and convey, and Melvin J. Bailey and Alleen Bailey, husband and wife, and Robert O. Burnham and Elaine Burnham, husband and wife, and Steimlie Bailey, an unmarried man, whose business addresses are Eureka, Nevada, and Perry H. Burnham and Madeline Burnham, husband and wife, of Denver, Colorado, hereinafter called the Buyers, hereby agree to purchase the following described real and personal property, situate lying and being in Diamond Valley, County of Eureka, State of Nevada, and particularly bounded and described as follows:

Section 33, Township twenty-two (22) North, Range fifty-four (54) East, Mount Diablo Meridian Base. Said parcel of land contains 640 acres according to the Official Plat of the Survey of the said land on file in the Bureau of Land Management.

Reference is hereby made to the Land Patent, Carson City 023560 involving the Grant or Conveyance by the United States of America to the Grantors hereinbefore named and to Book No. 24 of Deeds at Page 313, in the Office of the County Recorder of Eureka County, Nevada, which includes appurtenances and restrictions in conjunction with the conveyance of the land involved, for greater certainty and particulars.

TOGETHER with the water appurtenant thereto described as 1.33 c.f.s., or not to exceed 88 acre feet per season from April 1st to October 1st

of each year. All as set out in that certain State of Nevada Certificate of Appropriation of Water, bearing File No. 33220, Application No. 13649, Certificate No. 4557, on file in Book B of Water Locations, Page 234 in the Office of the County Recorder of Eureka County, Nevada

All improvements including fences, one well; and, approximately 360 feet of 14 inch well casing which was purchased to be utilized for a second well to be placed on the premises.

TOGETHER with all and singular the privileges, appurtenances, tenements, hereditaments, easements and rights of way thereunto belonging or usually enjoyed with said premises, or any part thereof, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

SECOND. The selling price of said property is \$25,600. Said sum or amount shall be paid as follows:

\$3,200 down, receipt of which is hereby acknowledged by the Sellers;

\$1866.67, or more, on the 15th day of October, 1961, plus interest at the rate of five (5%) percent per annum on the unpaid principal balance; and,

\$1866.67, or more, plus interest at the rate of five (5%) percent per annum on the unpaid principal balance on the 15th day of October each year thereafter, until the said principal balance shall be paid in full with interest thereon as herein specified.

Interest on the annual payment due October 15, 1961 shall start on the 23rd day of May, 1961.

THIRD. The down payment of \$3200.00 as well as the annual payments of \$1866.67, or more, plus interest at the rate of five (5%) percent per annum as set out above, until the total purchase price of \$25,000.00, with interest, under the original and heretofore escrowed contract has been fully paid shall be divided into two equal parts, to-wit: One (1) part shall be paid to William A. Jones, and one part shall be paid to Albert L. Jones, at Overton, Clark County, Nevada, or such other address as the Sellers shall, in writing, give to the Buyers, reference being hereby given to the Conditional Contract of Sale entered into on or about the 15th day of November, 1958, by and between William A. Jones and Phyllis J. Jones, his wife, and Albert L. Jones and Era Jones, his wife, as Sellers, and Wm. Earl Pollard and Lois Pollard, his wife, as Buyers, for greater certainty and particulars. Any amounts heretofore paid by the Buyers to the Sellers under said contract shall be deducted from the total purchase price to arrive at the amount still due and owing against which the payments hereinbefore mentioned shall be credited until the original total purchase price, with interest, has been fully paid.

After the said total purchase price has been paid, as aforesaid, all remaining amounts due and payable under this agreement shall be paid to Wm. Earl Pollard and Lois Pollard, his wife, in the amounts, with interest, and at the time or times herein specified.

FOURTH. Upon the signing of this Conditional Contract of Sale, the Sellers will execute a Grant, Bargain, sale Deed, conveying to the Buyers the above-described real property and water rights. When the Buyers sign this Conditional Contract of Sale, the Buyers will execute a Quitclaim Deed, quitclaiming to the Sellers the Buyers' interest in the above-described real property and water rights. Both of the said instruments, to-wit: the Grant, Bargain, Sale Deed and the Quitclaim Deed, together with a signed copy of this Contract of Sale, shall be placed in escrow with the Eureka, Nevada Branch of the First National Bank of Nevada. Said Bank shall hold unrecorded said instruments safely and deliver them to the Buyers when the purchase price set out above is paid in full, with interest.

FIFTH. In the event that the Buyers shall fail to make their payments, or any of them, as set out above, or shall otherwise fail to comply with the terms and conditions of this Contract of Sale, and the Sellers shall declare this contract terminated and retake possession of the property covered by this Contract, then said Bank shall deliver all of said instruments to the Sellers.

SIXTH. The purpose of said Quitclaim Deed, to be executed by the Buyers, is to clear the title to the real property and water rights covered by this contract in the event this Conditional Contract of Sale is recorded and then the Buyers shall thereafter fail to make their payments as set out herein, or shall otherwise fail to comply with the terms and conditions of this Contract.

However, it is mutually agreed by and between the parties hereto that this Contract shall not be recorded by the Buyers without the written consent and approval of the Sellers and William A. Jones and Albert L. Jones, hereinbefore identified.

SEVENTH. The Buyers must pay all taxes and assessments on the property described herein as same fall due, from and after the signing of this Contract.

EIGHTH. The Buyers may not sell nor assign their interest in this Contract, without the mutual consent of the Sellers and William A. Jones and Albert L. Jones; however, the Buyers may sub-lease or sublet any portion of the property hereinbefore described to

responsible parties in any way which will facilitate their farming program.

NINTH. The Buyers now have possession of all the property described in this contract. The Buyers agree that they will manage and farm the said property in a good and farmerlike manner and will cultivate and farm as much land as possible, taking into consideration the supply of water.

TENTH. The Buyers agree that they will pay promptly when due all debts that may be incurred by them in connection with said property and that the Buyers will be liable for and pay promptly any liens or encumbrances incurred by them that may be filed against said property and will hold harmless the Sellers against any said liens or encumbrances.

The Buyers further agree to notify the Sellers of any proposed building or construction work to be done on the premises at least 15 days prior to the commencement thereof; and, to cause Notices of Non-Responsibility to be posted and filed or recorded in the manner and form required by law or to take such other steps as is statutorily provided for in the protection of property owners in such cases.

ELEVENTH. If the Buyers shall fail to make their payments when due as set out herein, and for a grace period of fifteen (15) days thereafter, or shall fail to pay the taxes and assessments on said property when due, or permit any liens or encumbrances to be filed against the said property, and shall permit such liens and encumbrances to remain unpaid, then the Sellers shall have the right to declare this Conditional Contract of Sale terminated and shall further have the right to take immediate possession of the property described herein, with or without process of law, and the Sellers may keep, as liquidated damages for non-performance of this contract on the part of the Buyers and for rent and damage to said property, all money theretofore paid by the Buyers on the purchase price herein, and the Sellers shall have the further right to demand of and receive from the Eureka, Nevada Branch of the First National Bank of Nevada, the Grant, Bargain, Sale Deed, and the Quitclaim Deed described above, being held in escrow by said Bank.

TWELFTH. It is mutually understood and agreed by and between William A. Jones and Phyllis J. Jones, husband and wife, and Albert L. Jones and Era Jones, husband and wife, as Sellers under the original Conditional Contract of Sale, and Wm. Earl Pollard and Lois Pollard, husband and wife, as Buyers under said Contract, that at the time the Sellers have received three (3) annual payments, with interest, as hereinbefore provided, or the monetary equivalent thereof, if an amount or amounts in excess of said annual payments is or are paid prior to October 15, 1963, which reaches or exceeds the sum total of said three (3) annual payments, the escrow agent is hereby authorized to deliver to Wm. Earl Pollard and Lois Pollard, his wife, the Grant, Bargain, Sale Deed executed in their favor by the Sellers to Section 4, Lots 1, 2, 3 and 4, S $\frac{1}{2}$ N $\frac{1}{2}$ , S $\frac{1}{2}$ , Township 21 North, Range 54 East, M.D.B.&M., with appurtenances and restrictions as set forth in said deed.

There is added herewith to the escrow papers for the purposes aforesaid, the following:

A. A Grant, Bargain, Sale Deed from William A. Jones and Phyllis J. Jones, his wife, to Wm. Earl Pollard and Lois Pollard, his wife, re Section 4 and additional parcels appurtenant therewith, hereinbefore referred to.

B. A Grant, Bargain, Sale Deed from Albert L. Jones and Era Jones, his wife, to Wm. Earl Pollard and Lois Pollard, his wife, to Section 33, hereinbefore referred to.

C. Quitclaim Deed from Wm. Earl Pollard and Lois Pollard, his wife, to William A. Jones and Phyllis J. Jones, his wife, to Section 4 and appurtenant parcels hereinbefore specifically described.

D. Quitclaim Deed from Wm. Earl Pollard and Lois Pollard, his wife, to Albert L. Jones and Era Jones, his wife, re Section 33, hereinbefore specifically described.

The escrow agent is hereby instructed following disbursement to William A. Jones and Albert L. Jones of the three (3) successive annual installments, with interest, herein mentioned, or the equivalent thereof, to deliver to Wm. Earl Pollard and Lois Pollard, his wife, the Grant, Bargain, Sale Deed to Section 4 and appurtenant parcels, and at that time mark the Quitclaim Deed from Pollards to Joneses "cancelled or inoperative" which relates to the same property. Thereafter, upon payment of the entire obligation due and owing the Jones under the contracts made a part and parcel of the escrow, the escrow agent shall simultaneously deliver to Wm. Earl Pollard and Lois Pollard, his wife, and Melvin J. Bailey, et al, all conveyances which provide for the transfer of land and personalty constituting the subject matter of said agreement.

Should the Buyers in either or both of said contracts fail to make the payments as provided therein, the escrow agent is instructed to deliver to the proper Sellers, all papers constituting the subject matter of the two (2) agreements as respectively appears proper to Sellers in either instance.

THIRTEEN. It is mutually understood and agreed by and between the parties hereto that this agreement, and all other papers herein provided for in conjunction therewith incl-

uding escrow instructions, shall become a part and parcel of the escrow now held by the First National Bank of Nevada, Eureka Branch, at Eureka, Nevada, the subject matter of which includes the land hereinbefore described and is based upon a Conditional Contract of Sale entered into on or about the 15th day of November, 1958, by and between William A. Jones and Phyllis J. Jones, his wife, and Albert L. Jones and Era Jones, his wife, as SELLERS, and Wm. Earl Pollard and Lois Pollard, his wife, as BUYERS, reference to which is hereby made for greater certainty and particulars; and, said escrow agent is hereby instructed to accept, reconcile, proportion and distribute payments provided for under the said two (2) agreements in accordance with the terms and conditions therein contained.

The original costs involved in establishing this escrow shall be paid in equal parts by the Sellers and the Buyers with all other subsequent costs to be borne by the Sellers including the amount involved in placing "revenue stamps" on the Deed at the time same is tendered to the Buyers following their payment of the final installment, plus interest. This constitutes full authority to the escrow agent to deduct from any and all payments made by the Buyers such amounts as are requisite to take care of the incidental expenses herein provided to be paid by the Sellers.

FOURTEENTH. It is agreed that this Conditional Contract of Sale shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and lawful assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year in this instrument first above written.

Wm. Earl Pollard  
Wm. Earl Pollard

Lois Pollard  
Lois Pollard

SELLERS.

Perry H. Burnham  
Perry H. Burnham

Madeline A. Burnham  
Madeline Burnham

Robert O. Burnham  
Robert O. Burnham

Elaine Burnham  
Elaine Burnham

Melvin J. Bailey  
Melvin J. Bailey

Alleen Bailey  
Alleen Bailey

Steimlie Bailey  
Steimlie Bailey

BUYERS.

STATE OF NEVADA, )  
                              : SS.  
COUNTY OF EUREKA. )

On this 15th day of June, A.D. 1961, personally appeared before me, the undersigned, a Notary Public in and for said County and State, Wm. EARL POLLARD and LOIS POLLARD, MELVIN J. BAILEY and STEIMLIE BAILEY, known to me to be the persons described in and who executed the foregoing instrument; who duly 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 at my office in the Town of Eureka, County of Eureka, State of Nevada, the day and year in this certificate first above written.

(Notarial Seal)

Sanford A. Bunce  
NOTARY PUBLIC In and for the  
County of Eureka, State of Nevada.

My Commission expires: February 3, 1965.

STATE OF IDAHO, )  
                              : SS.  
COUNTY OF CASSIA. )

On this 23rd day of May, A.D. 1961, personally appeared before me, the undersigned, a Notary Public in and for said County and State, ALLEEN BAILEY, ROBERT O. BURNHAM and ELAINE BURNHAM, known to me to be the persons described in and who executed the foregoing instrument; who duly 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 at my office in the City of Burley, County of Cassia, State of Idaho, the day and year in this certificate first above written.

(Notarial Seal)

Newell A. Nelson  
NOTARY PUBLIC in and for the County  
of Cassia, State of Idaho.

My Commission expires: March 4, 1962.

Noted:  
S.H.B.  
N.P.  
W.E.B.  
L.P.

STATE OF COLORADO )  
:  
COUNTY OF Denver. )

On this 12th day of June, A.D. 1961, personally appeared before me, the undersigned, a Notary Public in and for said County and State, PERRY H. BURNHAM and MADELINE BURNHAM, known to me to be the persons described in and who executed the foregoing instrument; who duly 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, at my office in the City of Denver, County of Denver, State of Colorado, the day and year in this certificate first above written.

(notarial seal)

Eunice M. Miller  
NOTARY PUBLIC in and for the County of  
Denver, State of Colorado.

My commission expires January 6, 1964.

CONSENT AND APPROVAL OF CONTRACT.

The undersigned, being the third parties mentioned in the Conditional Contract of Sale hereto attached and by reference made a part hereof and being parties of interest there- to, hereby consent to and approve said agreement in its entirety and each and every portion thereof, including the provisions relating to annual payments and disposition thereof, and the delivery over to Wm. Earl Pollard and Lois Pollard, his wife, of the deed to One (1) of the parcels of land constituting a part of the subject matter of the original Conditional Contract of Sale at the time and in the manner specified in Paragraph 12 of the attached contract, and to the consolidation of escrow obligations with the agreement in that regard which they now have with said Wm. Earl Pollard and Lois Pollard, his wife.

DATED: At Eureka, Nevada, this 22nd day of June, 1961.

William A. Jones  
William A. Jones

Phyllis J. Jones  
Phyllis J. Jones

Albert L. Jones  
Albert L. Jones

Era Jones  
Era Jones

STATE OF NEVADA, )  
:  
COUNTY OF EUREKA . )

On this 22nd day of June, A.D. 1961, personally appeared before me, the undersigned, a Notary Public in and for said County and State, WILLIAM A. JONES and PHYLLIS J. JONES, and ALBERT L. JONES and ERA JONES, known to me to be the persons described in and who executed the foregoing instrument; who duly 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, at my office in the Town of Eureka, County of Eureka, State of Nevada, the day and year in this certificate first above written.

(Notarial Seal)

Willis A. DePaoli  
NOTARY PUBLIC in and for the County of  
Eureka, State of Nevada.

My Commission expires: October 14, 1961

Recorded at the request of Sanford A. Bunce August 25, A.D., 1961 At 22 minutes past 1 P.M.

Willis A. DePaoli- Recorder.