

File No. 35661

Walter Edward Brown)
)
) AGREEMENT TO ASSIGN AND CONVEY A DESERT LAND ENTRY
)
and)
)
Floyd Henry Palmore)

AGREEMENT TO ASSIGN AND CONVEY A DESERT LAND ENTRY

THIS AGREEMENT, entered into this 25th day of August, 1961, by and between WALTER EDWARD BROWN, hereinafter referred to as First Party, and FLOYD HENRY 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 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 execute a quitclaim 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 quitclaim deed by affixing his signature thereto and having such signature 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 5, 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 upon the administrator, executors, heirs and assigns of these, the said respective parties.

IN WITNESS WHEREOF, we set our hands and seals this 25th day of August, 1961.

Walter Edward Brown
First Party

Floyd Henry Palmore
Second Party

STATE OF CALIFORNIA,)
) ss.
County of SAN DIEGO)

On this 25th day of August, 1961, personally appeared before me, a Notary Public in and for said County and State, WALTER EDWARD BROWN, 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)

Gertrude H. Davis
Notary Public
Gertrude H. Davis

My Commission Expires: February 27, 1965

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

On this 10th day of Oct. 1961, personally appeared before me, a Notary Public in and for the said County and State, FLOYD HENRY PALMORE, 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)

Lillian Leutzinger
Notary Public

My Commission Expires: April 30, 1963.

Recorded at the request of Donald Palmore October 27, A.D., 1961 At 45 minutes past 10 A.M.

Willis A. DePaoli - Recorder.