

1 THIS AGREEMENT, made and entered into this 13th day
2 of May, A.D., 1965, by and between C. B. STARK SR.,
3 a married man dealing with his sole and separate property, of
4 the County of Churchill, State of Nevada, the party of the first
5 part, and DONALD FRANK PALMORE and ELIZA MAE PALMORE, husband and
6 wife, of Box 92, Eureka, Nevada, the parties of the second part,

7 W I T N E S S E T H :

8 1. That the party of the first part hereby agrees to
9 loan to the parties of the second part the sum of TEN THOUSAND
10 (\$10,000.00) DOLLARS, said sum to be advanced as the parties of
11 the second part have a need for the same within a one (1) year
12 period from the date of this agreement; and the parties of the
13 second part agree to repay said sum, at Fallon, Nevada, together
14 with interest from the time of advancement, at the rate of SEVEN
15 PER CENT (7%) per annum, in the following manner, to wit: The
16 sum of ONE THOUSAND (\$1,000.00) DOLLARS, or more, together with
17 interest on the 13th day of May, 1966; and the further sum
18 of ONE THOUSAND (\$1,000.00) DOLLARS, or more, together with in-
19 terest, on the 13th day of May of each and every year
20 thereafter until the 13th day of May, 1975,
21 on which date the entire balance of principal and interest then
22 owing shall be due and payable. Greater or more frequent pay-
23 ments may be made at any time without premium or fee. In case
24 said installments, or any of them, are not paid within thirty
25 (30) days after the same become due and payable, the entire
26 balance of principal and interest then unpaid shall, at the option
27 of the party of the first part, become due and payable.

28 2. That the parties of the second part agree to secure
29 the performance of this agreement by the execution of a deed of
30 trust on those premises situate in the County of Eureka, State

Eight
288

1 of Nevada described as the South half (S $\frac{1}{2}$) of Section Twenty-nine
2 ²⁸⁸ (29), Township Twenty-two (22) North, Range Fifty-four (54) East,
3 M.D.B.&M.

4 3. That in the event of the non-payment of the amounts
5 owing under the terms of this agreement at such time as said sums
6 are owing, or in the event the party of the first part must re-
7 sort to litigation for the collection of the same, the parties
8 of the second part agree to pay all expenses that may be incurred
9 thereby including a reasonable attorneys' fee.

10 This agreement shall be binding upon the heirs, execu-
11 tors, administrators and assigns of the respective parties here-
12 to.

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

15 C. B. Stark Sr
16 C. B. STARK SR.

17 Party of the First Part

18 Donald Frank Palmore
19 DONALD FRANK PALMORE

20 Eliza Mae Palmore
21 ELIZA MAE PALMORE

22 Parties of the Second Part

23 STATE OF NEVADA,
24 County of ^{EVREKA} Churchill. } ss.

25 On this 13th day of MAY, A.D., 1965,
26 personally appeared before me, a notary public in and for the
27 county and state aforesaid, C. B. STARK SR., DONALD FRANK PALMORE
28 and ELIZA MAE PALMORE, known to me to be the persons described in
29 and who executed the foregoing instrument; who acknowledged to me
30 that they executed the same freely and voluntarily and for the

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uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate above written.

Shelley A. DePaul
Notary Public

My Commission Expires: 10-14-65



File No. 40830

RECORDED AT THE REQUEST OF
C. B. Stark, Sr.

May 13 A. D. 19 65

At 15 minutes past 2 P.M.

in Book 7 of OFFICIAL RECORDS

Page 314-316 Records of

EUREKA COUNTY, NEVADA

Shelley A. DePaul Recorder

Fee \$ 3.25