

AGREEMENTHUFF, HUBBARD & ETCHEVERRY
ATTORNEYS AT LAW
375 SOUTH MAYFAIR AVENUE
DALY CITY, CALIFORNIA

This agreement dated this 27th day of December, 1965 between WALLACE EDMOND BAKER and LOLA M. BAKER, herein sometimes called Sellers, and ORVILLE A. ELMQUIST and NEOMI V. ELMQUIST, herein sometimes referred to as Buyers:

WHEREAS Sellers and Buyers entered into that certain agreement dated the 5th day of December 1964, with respect to options and related matters concerning two parcels of land in the County of Eureka, State of Nevada, one containing 316.32 acres of patented land and the other containing 312.81 acres of unpatented land, more particularly described in said agreement, and

WHEREAS Sellers and Buyers signed and deposited escrow instructions with Pioneer Title Insurance Company of Nevada, escrow No. EC 2690-K, dated November 2, 1965, with respect to said patented land, and

WHEREAS Sellers and Buyers signed and deposited escrow instructions with Pioneer Title Insurance Company of Nevada, Escrow EC 2690-K (B), dated November 2, 1965, with respect to said unpatented land, and

WHEREAS under date of December 20, 1965, the Sellers executed a Grant, Bargain, Sale Deed to Buyers covering said parcel of patented land, and

WHEREAS the parties desire to modify said agreement of December 5, 1964,

NOW THEREFORE, the parties hereto do hereby agree as follows:

1. Buyers agree to execute and deliver into said escrow EC 2690-K the Deed of Trust and note as referred to in escrow instructions, with respect to said escrow. Sellers agree to deposit said grant deed in said escrow.

2. The parties recognize the fact that the time for issuance of patent on said unpatented parcel has been extended to September 26, 1966.

If the patent issues prior to September 26, 1966 the Sellers shall, upon receipt of said patent, execute and deliver into said escrow EC 2690-K (B) deed to said land and Buyers shall execute and deliver into said escrow the note and deed of trust referred to in said escrow.

3. If patent does not issue prior to September 26, 1966 the Buyers shall nonetheless execute and deliver to Sellers their promissory note and deed of trust in favor of the Sellers in the principal sum of \$3500.00, with interest and payments as provided in Paragraph 4 of said escrow instructions EC 2690-K (B), secured, however, by the patented land in Section 18, subject to escrow EC 2690-K. Sellers also agree that in the event of Buyer's failure to make payments under said note for \$3500.00 Buyers may at their option, without demand or notice, declare said note immediately due and payable and Seller's right to foreclose shall be applicable to said land in Section 18 in addition to their rights under the note for \$24,136.90.

IN WITNESS WHEREOF the parties hereto have executed this agreement.

My commission expires Oct. 27, 1967

Bernard J. Lewis

Wallace Baker

Lola M. Baker

Sellers

Orville A. Elmquist

Neomi V. Elmquist

Buyers



The Unpatented Real Property covered by the foregoing Agreement is specifically described as follows:

Township 20 North, Range 53 East, MDB&M

Section 17: NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$; Lots 1 and 2;

File No. 41623
 RECORDED AT THE REQUEST OF
 Title Insurance & Trust Co.
 January 10 A. D. 19 66
 at 48 minutes past 11 A. M.
 In Book 9 of OFFICIAL RECORDS
 Page 474-476 Records of
 EUREKA COUNTY, NEVADA
Wills A. Retoul
 Recorder
 Fee \$ 3.75

