

Agreement for Sale of Real Estate

This Agreement made and entered into this fifth
day of September, 19 64, between Marian H. Herlihy

_____, hereinafter called "seller____,"
and Harry A. Gordon

_____, hereinafter called "buyer____,"
Witnesseth: That the seller____, in consideration of the covenants and agreements on the
part of the buyer____ hereinafter contained, agree____ to sell and convey to the buyer____, and the
buyer____ agree____ to buy, all th_____ certain lot____ piece____ or parcel____ of land situate in
_____, County of Eureka

State of Nevada _____, bounded and described as follows, to wit:

**The South one half of South West one-quarter of Section 29,
Township 30, Range 48 East, M.D.B. & M. as per Government
Survey.**

together with the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, for the sum of Four Thousand and Eight Hundred dollars, lawful money of the United States.

And the buyer, in consideration of the premises, agree to pay to the seller the said purchase price of Four Thousand and Eight Hundred dollars, together with interest as hereinafter provided, in manner following:

The sum of Six Hundred (\$600.00) dollars upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price, to wit: Four Thousand and Two Hundred dollars, in Monthly installments as follows: the sum of Fifty (\$50.00) dollars, or more, on the Fifteenth day of October, 1964, and the sum of Fifty (\$50.00) dollars, or more, on the Fifteenth day of each and every Month thereafter until the purchase price and interest as herein provided is fully paid,

provided that said purchase price and all interest on unpaid balances, as herein provided, shall be fully paid on or before the N/A day of N/A, 19 . All unpaid balances of said purchase price shall bear interest at the rate of Seven per cent per Annun from the date hereof until paid, and the buyer agree to pay said interest N/A on the N/A day of N/A; all payments of principal and interest hereunder to be made until further notice at Seven per cent (7%) per annum until said principal and interest have been paid.

The buyer further agree to pay all state, county, city and county, and municipal taxes and assessments on said above described premises, of every nature whatsoever, levied, assessed, or accruing after the date hereof. The buyer also agree to keep the improvements on said land insured for at least the sum of \$ N/A, payable in case of loss to the seller, and should buyer fail to pay any taxes or assessments as herein provided, or fail to keep said property insured, seller may, at option, from time to time, pay all or any of said taxes and assessments agreed herein to be paid by buyer, and obtain such insurance, and buyer agree to repay to seller, on demand, the amount of all moneys paid out by seller on account of such taxes, assessments, or insurance, together with interest thereon from date of payment until repaid, at the rate of Seven (7%) per cent per annum. It is further understood and agreed that if the buyer shall fail for a period of Thirty (30) days after the same shall be due under the terms of this agreement to pay to the seller any of the sums herein agreed to be paid by the buyer, either as installments on account of principal, or as interest, taxes, assessments, or to procure insurance, or shall fail to comply with any of the covenants on part to be kept and performed, then the seller shall be released from all obligation in law or equity to convey said property, and the buyer shall forfeit all right thereto, and any and all payments theretofore made by the buyer under this agreement shall be considered as rent and compensation for the use and occupancy of said premises, and be retained by the seller. The seller hereby agree that when the said purchase price and all other amounts to be paid to seller, are fully paid as herein provided, will execute and deliver to the buyer a good and sufficient deed conveying said real property free and clear of all encumbrances made, done, or suffered by the seller.

The buyer_____shall be entitled to the possession of the premises above described so long as the covenants and agreements of this indenture are performed and buyer_____not in default hereunder.

The terms, conditions, and covenants of this agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, and assigns of the respective parties hereto, but no assignment or transfer by the buyer_____of this contract, or of_____interest in the property described herein, shall be valid, unless the same be made with the written consent of the seller_____.

Time is of the essence of this agreement.

In Witness Whereof the parties hereto have executed these presents in duplicate the day and year first above written.

John J. (Buyer)

Oct. 10 1913

San Jose, California

x Marian H. Herlihy (Seller)

State of California
County of Alameda

BOOK 12 PAGE 521

ACKNOWLEDGMENT-General

On this 5th day of September A. D. 1966 before me,
Harry Hom a Notary Public in and for the said
County and State, residing therein, duly commissioned and sworn, personally ap-
peared Harry A. Gordon



HENRY HOM
NOTARY PUBLIC
ALAMEDA COUNTY,
CALIFORNIA

known to me to be the person whose name is subscribed to the
within Instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal
the day and year in this Certificate first above written.

Henry Hom
Notary Public in and for said County and State of California

My Commission Expires May 9, 1967

Form GA - Sam Hopkins Legal Forms Printing Service, 2220 Fruitvale Ave., Oakland, Calif.

TO 447 C
(Individual)

TI

STATE OF CALIFORNIA
COUNTY OF *Orange*

SS.

On *Oct 13, 1966* before me, the undersigned, a Notary Public in and for said
State, personally appeared *Marian H. Herlihy*

to be the person whose name is subscribed
to the within instrument and acknowledged that she
executed the same.

WITNESS my hand and official seal.

Signature *Patricia L. Runsvold*
PATRICIA L. RUNSVOLD
My Commission Expires August 27, 1968



PATRICIA L. RUNSVOLD
NOTARY PUBLIC - CALIFORNIA
COUNTY OF ORANGE

Name (Typed or Printed)

(This area for official notarial seal)

Agreement for Sale of
Real Estate
(Installments)

AND

19

Dated

42883

File No.
RECORDED AT THE REQUEST OF
Harry A. Gordon
October 19 A. D. 19 66
at 02 minutes past 4 P. M.
in Book 12 of OFFICIAL RECORDS
Page 518-521 Records of
CLACKA COUNTY, NEVADA
Phillip A. McFar
Recorder
Fee \$3.95

The number of years required to complete
payment in accordance with the terms of
the contract agreement is years