

55130

AGREEMENT

THIS AGREEMENT, made and entered into between JOE BORGNA and ANN BORGNA, husband and wife, of Oasis, Elko County, Nevada, hereinafter called Sellers, and LOWELL DRAKE and wife, of Eureka, Nevada, hereinafter called Buyers, WITNESSEth:

That Sellers for and in consideration of the sum of Ten (\$10.00) dollars lawful money of the United States of America, and other and further valuable consideration, to them in hand paid by Buyers, the receipt whereof is hereby acknowledged, do by these presents sell, release and convey unto the Buyers all of the following described real property, lots and parcel of land, situated in the town of Eureka, Nevada, and more particularly described as follows, to-wit:

All of Lots No. three, four, five and six in Block Fourteen; also the north part of Lot seven in Block Fourteen, described as follows, to-wit: Beginning at the NW corner of Lot seven in Block Fourteen, thence N. 80° 56' E. along the north side line of Lot seven in Block Fourteen, a distance of 52.84 feet to the NE corner of Lot seven; thence S. 14° 43' E. along the east end line of Lot seven, a distance of 12.9 feet to a point on the east end line of Lot seven, thence S. 70° 58' W. and parallel with the north side line of Lot seven, to the west end line of Lot seven, thence N. 12° 58' W. along the west end line of Lot seven, a distance of 12.9 feet to the NW corner of Lot seven, the place of beginning.

TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the rents, issues and profits thereof.

It is agreed and understood that that Sellers will sell the above described real property with improvements thereon, to Buyers for a total purchase price of FOUR THOUSAND (\$4,000.00) dollars, with interest to be computed on any unpaid balance of

said purchase price at the rate of Six (6%) percent per annum. It is further agreed and understood between the parties that Buyers will pay to Sellers the said purchase price strictly in accordance with the following terms and conditions: Buyers will pay to Sellers the sum of ONE Thousand (\$1,000.00) dollars as a down payment, simultaneously with the execution of this Agreement. It is agreed and understood that Buyers have heretofore paid to Sellers the sum of One hundred dollars, which shall be credited upon said down payment.

That thereafter, it is understood the Buyers will pay to Sellers the sum of FIFTY (\$50.00) dollars, each and every calendar month, commencing with the first payment to be paid on the 12th day of August 1971, and continuing with monthly payments due payable on the 12th day of each and every calendar month until said purchase price, together with interest at the rate of Six (6%) per annum has been fully paid.

IT IS AGREED AND UNDERSTOOD, That Sellers will make and execute a good and sufficient bargain and sale deed conveying title from the Sellers to the Buyers, and that immediately upon the full purchase price, together with interest, being paid and received by Sellers, then, and in that event, the said *Sellers* will immediately deliver said bargain and sale deed to Buyers.

Buyers covenant and agree with Sellers to keep said property in as good condition as now is, wear and tear and Acts of God excepted, and Buyers agree to save Sellers harmless against any liability, suit, claim or demand of any kind against said property.

Buyers agree to pay and keep paid any real property taxes to be assessed against said property during the term of this agreement.

IT IS FURTHER agreed and understood that Buyers will take out and maintain an Fire Insurance Policy, upon said property, in an amount sufficient to cover and pay any outstanding balance, including interest still owing and unpaid to Sellers.

IT IS AGREED between the parties that in the event of any non payment of money due to be paid, or any other violation of the terms of this agreement, then, and in that event, if Buyers have not corrected or paid the same, then, and in that event, Sellers shall have the right to send written notice to Buyers, by registered mail, setting forth that non payment of money exists, or other fault complained of, and if after fifteen days from the date of mailing said Notice, the said money has not been paid, or other faults corrected, then, and in that event, it is agreed that Sellers shall have the right to declare this agreement null and void, and Buyers agree to peacefully surrender up said property without legal action, and that all moneys heretofore paid by Buyers to Sellers shall become the property of Sellers as rent and liquidated damages.

SELLERS agree to prepare, execute and deliver the bargain and sale deed to Buyers, as directed in writing by the Buyers to the District Superintendent of the Nevada-USA District of THE CHURCH OF THE nazarene, a Corporation Sole, Borexa, Nevada.

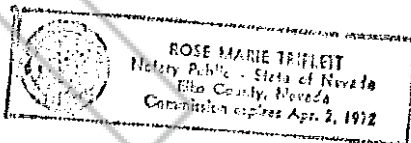
WITNESS OUR HANDS this 11th day of ^{July} 1921.

Joe Boggs
Anna Boggs
Sellers
Lowell Drake
E. C. Drake
Buyers.

STATE OF NEVADA)
County of Elko) ss

On this 11th day of July, 1971, personally appeared before me, a Notary Public, in and for said County and State, JOE BORGNA and ANN BORGNA and LOWELL DRAKE AND Elle DRAKE known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Rose Marie Trilet
Notary Public.



RECORDED AT THE REQUEST OF Elle Drake
on Oct. 5 19 71 at 15 mins. past 10 A. M. b.
Book 40 of OFFICIAL RECORDS, page 487-490, RECORDS OF
EUREKA COUNTY, NEVADA, Rose Marie Trilet Recorder
FEE \$ 551.30 Fee \$ 6.00