

DOCUMENTARY TRANSFER TAX \$ 80.85
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE.
Signature of Deedee or Agent determining Tax Firm Name

58022

RPTT PAID \$80.85
Eureka County Recorder

E-1020
C-428

AGREEMENT

THIS AGREEMENT, made and entered into this 6 day of August, 1973, by and between DIVADA FARMS, INC., a Nevada corporation, hereinafter referred to as Seller, and ALLEN E. HENDRIX and FRANCES HENDRIX, husband and wife, hereinafter referred to as Buyer,

WITNESSETH:

The Seller hereby agrees to sell and the Buyer hereby agrees to purchase for a total consideration of One Hundred Three Thousand Fifty and no/100 Dollars (\$103,050.00) -----

lawful money of the United States of America, the following described real property situate in the County of Eureka, State of Nevada, to-wit:

See Exhibit "A" attached hereto and made a part hereof by reference.

TOGETHER WITH ALL VESTED AND ACCRUED WATER RIGHTS UNDER PERMIT NUMBERS 19500; 19501; 19502; and 22217.

IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto:

1. That the purchase price of \$103,050.00 ----- shall be paid by Buyer to Seller as follows:
 - (a) The sum of Twenty-eight Thousand Four Hundred Fifty and no/100 Dollars (\$28,450.00) upon the execution of this agreement, the receipt of which sum is hereby acknowledged by Seller
 - (b) The balance of the purchase price shall be paid at the time or times and in the manner particularly set forth in the escrow instructions hereinafter referred to.
2. In furtherance of this agreement Seller has executed a Deed conveying the above-described real property to Buyer, and Buyer has executed a Quitclaim Deed conveying the above-described real property to Seller. Buyer and Seller have executed appropriate escrow instructions to A-ALLSTATE ABSTRACT & ESCROW COMPANY, 1117 Forest Street, Reno, Nevada, and have delivered said documents to said escrow holder. Said escrow instructions are hereby specifically referred to and by such reference are incorporated into this agreement as if fully set forth herein. It is agreed that title to personal property described in any bill of sale delivered to said escrow holder shall not pass from Seller to Buyer until the purchase price has been fully paid.
3. Buyer agrees that before any work of repair, alteration or improvement shall be commenced upon the above-described property, Buyer shall notify Seller, in writing, of Buyer's intention to commence such work, giving the date upon which it is proposed to commence said work.
4. Buyer agrees that all moneys paid to Seller by virtue of this agreement shall immediately become the property of Seller. In the event of default in the performance of any of the covenants contained in this agreement or contained in said escrow instructions to be performed by Buyer, Seller shall be released from any and all obligations, either at law or in equity, to transfer said property and Buyer shall relinquish all rights under this agreement and under the terms, covenants and conditions contained in said escrow instructions and all moneys theretofore paid by Buyer shall be considered as rental for the use and occupancy of said premises to the time of such default and as settled and liquidated damages, and not as penalty for the breach of this agreement. The parties hereto agree that it would be impossible to estimate the actual damage and so agree upon the amount of said payment as constituting rental and liquidated damages which would accrue by reason of any such default by Buyer. Buyer hereby further agrees that in the event of such default, Buyer will peaceably vacate the above-described premises and Seller may re-enter the premises and take possession thereof and remove all persons therefrom, using any and all lawful means so to do, or Seller may, at Seller's option, declare the entire amount of the purchase price,

MAIL TO: ALLSTATE ABSTRACT & ESCROW COMPANY 1117 Forest St., Reno, Nev. 89502

or the balance thereof, together with interest thereon to be immediately due and payable, and Buyer agrees to immediately pay the same to Seller, or Seller may recover the same in an appropriate action therefor.

5. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include the other genders.

6. Time is of the essence of this agreement.

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



Allen E. Hendrix
ALLEN E. HENDRIX

DIVADA FARMS, INC., a Nevada corporation

Frances Hendrix
FRANCES HENDRIX BUYERS

By: Gwen Smith
President SELLER

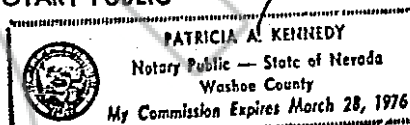
STATE OF NEVADA)
COUNTY OF WASHOE) ss.

On this 6 day of September 1973, personally appeared before me, a Notary Public in and for the County of Washoe, State of Nevada, Allen E. Hendrix and Frances Hendrix known to me to be the persons described in and who executed the foregoing instrument, and each of them, duly acknowledged to me that they 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 in this certificate first above written.

Patricia A. Kennedy
NOTARY PUBLIC

STATE OF NEVADA)
COUNTY OF WASHOE) ss.



On this 6th day of September 1973, personally appeared before me, a Notary Public in and for the County of Washoe, State of Nevada, ~~BY MEANS OF~~ GWEN SMITH, known to me to be the President of the corporation that executed the foregoing instrument, and upon oath did depose that she is an officer of said corporation as above designated; that she is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signature to said instrument was made by the officer of said corporation as indicated after said signature; and that the said corporation executed the said instrument 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 at my office in the County of Washoe, the day and year in this certificate first above written.

Patricia A. Kennedy
Notary Public

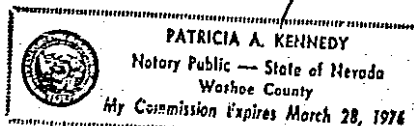


EXHIBIT "A"

All those certain lots, pieces or parcels of land situate in the County of Eureka, State of Nevada, more particularly described as follows:

TOWNSHIP 20 NORTH, RANGE 53 EAST, M.D.B. & M.

Section 20: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14;
SW $\frac{1}{4}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$

EXCEPTING THEREFROM, all oil and gas reserved in Patents executed by UNITED STATES OF AMERICA recorded August 12, 1968, in Book 25 of Official Records at page 273 and 274, Eureka County, Nevada

EXCEPTING THEREFROM that portion of Lot 4, Section 20, Township 20 North, Range 53 East, M.D.B. & M., described as follows:

Commencing at the Northwest corner of said Section 20, thence N 89°38' E along the North section line of said section a distance of 1,100 feet to Corner #1, the point of beginning, Corner #1, thence continuing N 89°38' E along the North Section line of said Section 20 a distance of 200.00 feet to Corner #2, thence S 0°22' W a distance of 200.00 feet to Corner #3, thence S 89°38' W a distance of 200.00 feet to Corner #4, thence N 0°22' E a distance of 200.00 feet to Corner #1, the point of beginning.

EXHIBIT "A"

RECORDED AT THE REQUEST OF First American Title Co. of Nevada
on Nov. 19, 1973 at 03 mins. past 9 A. M. in
Book 47 of OFFICIAL RECORDS, page 17-19 RECORDS OF
EUREKA COUNTY, NEVADA. Willie A. McLaughlin Recorder
File No. 58022 Fee \$ 5.00
FILE NO. 58022

BOOK 47 PAGE 019