

## THE STATE OF TEXAS

COUNTY OF

BY THIS AGREEMENT AND CONTRACT,

## Parties

Gilbert G. &amp; Olive R. Hays

hereinafter called Seller,

acting through the undersigned and duly authorized Agent, hereby sells and agrees to convey unto

Bobby Kay & Ruth D. Disney 713 N Hatfield, hereinafter called Purchaser,  
the following described property: Lying and situated in San Dimas, Ca 91773

## Properties

S 1/2 of the NE 1/4 of the NW 1/4 of the SE 1/4 of Section 25,  
Township 29N, Range 48E in the county of Eureka, state of Nevada.

Includes 75% of all mineral rights

|   |
|---|
| DOCUMENTARY TRANSFER TAX: 55¢                         |
| CONVEYED OR PARTIAL INTEREST IN PROPERTY CONVEYED:    |
| OR CONVEYED OR PARTIAL INTEREST IN PROPERTY CONVEYED: |
| ENCUMBRANCES EXISTING AT TIME OF SALE:                |
| Signature of Deed Grantor or Agent: Ruth D. Disney    |
| Signature of Deed Recipient:                          |

the purchase price is \$1.00, payable as follows: Cash

\$ Cash (of which Purchaser has deposited with the undersigned Agent

as part payment, receipt of which is hereby acknowledged by said Agent);

## Terms

N/A

The said executed note to be secured by Vendor's Lien and Deed of Trust with power of sale and  
with the usual covenants as to taxes, insurance, and default.Seller agrees to furnish to said property,  
which shall be conveyed free and clear of any and all encumbrances except those named herein.

In accordance with the terms of the Real Estate License Act of the State of Texas, you, as purchaser, are advised that you should have the abstract covering the real estate which is the subject of this contract examined by an attorney of your own selection, or that you should be furnished with or obtain a policy of title insurance.

## Title

If abstract is furnished, Purchaser agrees within ten days from the receipt of said abstract either to accept the title as shown by said abstract or to return it to the undersigned Agent with the written objections to the title. If the abstract is not returned to the Agent with the written objections noted within the time specified, it shall be construed as an acceptance of said title. If title policy is furnished, Purchaser agrees to consummate the sale within ten days from date title company approves title.

If any title objections are made, then the Seller or his Agent shall have a reasonable time to cure said objections and show good and marketable title. In the event of failure to furnish good and marketable title, the purchase money hereby received for is to be returned to Purchaser upon the cancellation and return of this contract, or Purchaser may enforce specific performance of same.

## Closing

Seller agrees when the title objections have been cured, to deliver a good and sufficient General Warranty Deed properly conveying said property to said Purchaser, and Purchaser agrees, when said deed is presented, to pay the balance of the cash payment and execute the note and Deed of Trust herein provided for. Should the Purchaser fail to consummate this contract as specified for any reason, except title defects, Seller shall have the right to retain said cash deposits as liquidated damages for the breach of this contract, and shall pay to Agent therefrom the sum of \$ or Seller may enforce specific performance of this contract.

## Taxes

Taxes for the current year, the current rents, insurance, and interest, (if any), are to be prorated to date of closing.

Seller agrees to pay the undersigned duly authorized agent a commission of \$ in cash for negotiating this sale.

## Special Conditions

Gilbert G. Hays  
Olive R. Hays

Executed on this 22nd day of August 1973

This contract subject to the acceptance of Seller

Gilbert G. Hays  
Olive R. Hays  
Bobby Kay & Ruth D. Disney

Purchaser.

By

Agent for



# SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF \_\_\_\_\_

in and for said County, Texas, on this day personally appeared \_\_\_\_\_

BEFORE ME, the undersigned authority,

known to me to be the person whose name \_\_\_\_\_ subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_

(L.S.)

Notary Public, \_\_\_\_\_ County, Texas

My Commission Expires June 1, 19\_\_\_\_

CALIFORNIA SINGLE ACKNOWLEDGMENT  
THE STATE OF TEXAS/

COUNTY OF Los Angeles

in and for said County, California, on this day personally appeared \_\_\_\_\_

BEFORE ME, the undersigned authority,

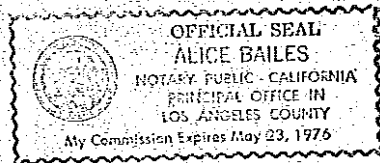
Bobby Kay Disney and Ruth D. Disney

known to me to be the person S whose nameS are \_\_\_\_\_ subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 26 day of April, A.D. 19 74

(L.S.)

Notary Public, Alice Bailes Los Angeles County, Texas/ California  
My Commission Expires June 1, 19\_\_\_\_



TO 447 C  
(Individual)

STATE OF CALIFORNIA

COUNTY OF Santa Barbara } SS.

On July 15 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared Gilbert J. Haips and Olive R. Haips

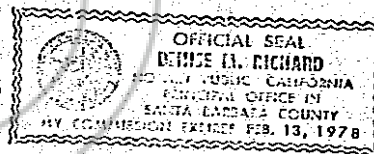
to be the person S whose nameS are \_\_\_\_\_ subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature Denise M. Richard

Denise M. RICHARD

Name (Typed or Printed)



(This area for official notarial seal)

RECORDED AT THE REQUEST OF Ruth D. Disney  
on Aug. 19 19 74 at 55 mins. past 4 P. M.  
took 49 of OFFICIAL RECORDS, page 222-223 RECORDS OF  
EUREKA COUNTY, NEVADA. *John A. M. Park* Recorder  
File No. 59043 Fee \$ 4.00  
File No. 59043

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