

## CONTRACT OF SALE

THIS AGREEMENT, made this 6<sup>th</sup> day of August, 1980 between  
BYRON L. HARRIS and UVA HARRIS

hereinafter called the seller, and HAROLD R. MILES and  
MURIEL M. MILES

hereinafter called buyer.

WITNESSETH: that the seller agrees to sell and convey and that  
the buyer agrees to purchase, all that certain plot or parcel of  
land, with all improvements thereon, situated in Eureka

, County of Eureka, State of Nevada, more  
particularly described as follows:

Lot \_\_\_\_\_ Block \_\_\_\_\_, Unit No. \_\_\_\_\_

or Parcels No. 1,2,3,4,6 of Government Lots 9 and 10 of \_\_\_\_\_

Section 29, Township 20 North, Range 53 East, M. D. B. & M. \_\_\_\_\_

1 payments, totaling \$10.00, total interest \$ -0-

TOGETHER: with the tenements, hereditaments and appurtenances  
thereunto belonging or in anywise appertaining for a total purchase  
price of TEN Dollars (\$10.00) and upon  
the following terms and conditions: Down payment of -0-

Dollars (\$ -0-) shall be made. The

balance of purchase price shall be made in equal monthly install-  
ments of -0- Dollars (\$ -0-) or more,

including interest at the rate of -0- % per annum. The

first installment shall be paid on the - day of -  
1980, and continuing installments on the same day of each month  
thereafter, until the balance of the purchase price and unpaid  
interest shall be paid in full. Buyer will not cause liens or  
encumbrances to be levied against said property without the full  
permission of the seller.

TAXES: Buyer agrees to pay all taxes and assessments and other  
charges and encumbrances which may hereafter become due and  
payable upon said property, when these amounts become payable,  
and before delinquency.

IT IS MUTUALLY agreed between the parties hereto that time shall  
be the essence of this contract, and if buyer shall fail to pay  
any of the installments of principal or interest when due, or the

1 taxes or any other encumbrances upon said property, when due, or  
2 shall in any respect breach any of the conditions of this contract,  
3 then in that event, seller may upon giving to buyer a thirty (30)  
4 day notice in writing of his intention, re-enter and repossess  
5 said property. Seller shall have the right to declare this  
6 agreement forfeited and cancelled and of no further force or effect.  
7 Said notice in writing shall be given by serving the same personally  
8 upon buyer, or by mailing such notice by registered mail to the  
9 address of the last recorded owner. All moneys paid shall be  
10 retained by seller and considered as rent for use of said property  
11 or as liquidated damages for use of said property. In the event  
12 that such owner corrects or cures such default or breach within  
13 thirty (30) days of the mailing of such notice, or such personally  
14 served notice, it shall be treated as though such breach or default  
15 had not happened.

16 WHEN THE PURCHASE PRICE and any other amounts to be paid to seller  
17 are fully paid as herein provided, seller will deliver to buyer,  
18 a good and sufficient deed conveying said property free and clear  
19 of all encumbrances made, done, or suffered by seller and a policy  
20 of title insurance covering said property.

21 ALL OF THE PROVISIONS of this instrument shall inure to and bind  
22 heirs, devisees, legal representatives, successors and assigns of  
23 each party hereto respectively. Any buyer who is a married woman,  
24 hereby expressly agrees that recourse made be had against her  
25 separate property for any sums due and payable hereunder.

26 DOCUMENTARY TRANSFER TAX \$11<sup>00</sup> - computed on full value of proper-  
27 ty conveyed; or computed on full value of liens or encumbrances  
28 remaining thereon at time of transfer.

*Harold R. Miles*

Signature of declarant or agent  
determining tax - firm name

29 The undersigned hereby acknowledges that he (she, they) has  
30 inspected the specified parcel prior to signing this agreement:

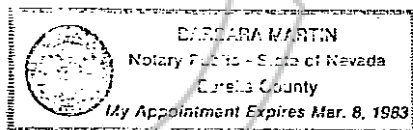
31 IN WITNESS WHEREOF the parties hereto affix their signatures:

32 *Barbara Martin* *Harold R. Miles*  
*Barbara Martin* *Harold R. Miles*

33 STATE OF NEVADA } ss  
34 County of *Eureka*

35 On this *6<sup>th</sup>* day of *August* AD one  
36 thousand nine hundred and *80*, personally appeared before me  
37 *Barbara Martin*, a Notary Public in and for said  
38 County of *Eureka*, known (or proved) to me to be the  
39 person described in and who executed this instrument, who  
40 acknowledged to me that *they* executed the same, freely and  
41 voluntarily, and for the uses and purposes therein mentioned.

42 IN WITNESS WHEREOF, I have hereunto set my hand and  
43 affixed my Official Seal in the County of *Eureka*  
44 the day and year in this Certificate first above written.



*Barbara Martin*

Notary Public

OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
WILLIS A. DEPOSIT - RECORDER  
FILE NO. *75339*  
FEE \$ *4.00*

80 AUG 4 4 3: 59

RECORDED AT REQUEST OF  
WILLIS A. DEPOSIT - RECORDER  
BOOK *84* PAGE *540*