

LEASE AND OPTION TO PURCHASE AGREEMENT

THIS AGREEMENT made this 9<sup>th</sup> day of November 1971, by and between JOHN D. NELSON and BETTY JO NELSON of Prescott, Yavapai County, Arizona, hereinafter referred to as Lessors, and NORMA JEAN TRAVIS, a single woman, of the City of Las Vegas, Clark County, Nevada, hereinafter referred to as Lessee:

W I T N E S S E T H :

WHEREAS, Lessors are the present record owners of that certain parcel of land situated in the Town of Pioche, County of Lincoln, State of Nevada, more particularly described as follows, to-wit: the South 10 feet of Lot 32 and all of Lot 33 in Block 26, and desire to lease with an option to sell their interest in said property, subject to a first deed of trust now existing against said property.

WHEREAS Lessee desires to lease with an option to buy that certain parcel of land.

THEREFORE, the parties hereto in and for consideration of mutual covenants, conditions, provisions and agreements, hereby agree as follows:

1.

That the legal description of that certain parcel of land and house is as described above.

2.

That the Lessors do hereby lease to Lessee the aforesaid described property for a period of two (2) months commencing October 23, 1971, and ending December 23, 1971, subject to the covenants, conditions, provisions and agreements of this Agreement.

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3 NOV 26 1971

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3.

That the Lessee has paid \$45.00 for the month of October-November 1971, which will be applied as rental for said month and at the hereinafter mentioned option of Lessee towards the purchase price of said property.

4.

That the Lessee will pay the Lessors the amount of \$45.00 per month as rental and at the hereinafter mentioned option of Lessee such amount shall be applied towards the purchase price of said property; that each said payment will be due the 23rd day of each month commencing October 23, 1971, and will be due the 23rd day of each month thereafter for a period of one (1) month.

5.

That the Lessors covenant with the Lessee that they have good right to lease aforesaid described premises in the manner aforesaid, and that they will permit said Lessee to occupy and have quiet possession of said premises subject to performance of the covenants, conditions, provisions and agreements of this Agreement.

6.

That the Lessee covenants with the Lessors to lease said premises and to pay the rent thereof as aforesaid, to commit no waste, to keep and maintain the said premises in as good order and repair as the same now are, reasonable wear and tear and damage by fire excepted.

7.

That the Lessee agrees to be responsible for and to relieve and hereby relieve the Lessors from all liability by reason of any loss damage or injury to any person or thing which may arise from any

1 cause whatsoever on or beneath the said premises and/or laterally  
2 thereto, or on the street, roadway or roof, whether caused by or re-  
3 sulting from the negligence of the Lessor, its Lessee, servants or  
4 agents or any other person or persons whatsoever.  
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6 8.

7 That Lessee shall have the option to apply all rental payments from  
8 October 23, 1971 to December 23, 1971, a period not to exceed two  
9 (2) months towards the purchase price of said property; that said  
10 option shall be irrevocable providing all conditions, covenants,  
11 provisions and other agreements of this Agreement are complied with  
12 and fully performed.  
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14 9.

15 That the total price of said property will be \$1,500.00; that rent-  
16 al payments for said two month period will be applied to the said  
17 \$1500.00; that the lessee shall pay to the lessors the additional  
18 sum of \$410.00 on or before the 23rd day of December, 1971; and  
19 that Lessee shall pay the remaining \$1,000.00 together with interest  
20 thereon at the rate of 6% per annum at the rate of \$30.43 including  
21 interest per month on the 23rd day of each and every month to the  
22 Nevada National Bank, Pioche Branch, Pioche, Nevada 89043, said  
23 payments to commence on the 23rd day of January, 1972.  
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25 10.

26 Upon the Lessee exercising her option the lessors shall deliver to  
27 the said Nevada National Bank, a Grant, Bargain and Sale Deed with  
28 instructions to the said Nevada National Bank to deliver the said  
29 Grant, Bargain and Sale Deed to the lessee when all payments due  
30 hereunder have been made; the Lessee shall execute and deliver a  
31 Quitclaim Deed to the Nevada National Bank with instructions to re-  
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1 cord said Quitclaim Deed if the lessee fails to make the payments  
2 as agreed and such failure should continue for a period of thirty  
3 (30) days.

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5 11.

6 That upon the lessee exercising her option to purchase, this agree-  
7 ment shall be deemed a contract to purchase, subject to recordation  
8 and shall thereupon be binding upon the heirs, executors and as-  
9 signs of the parties hereto.

10 12.

11 That the provisions, covenants, conditions and agreements of this  
12 Agreement are severable; that if any of the mentioned are in viola-  
13 tion of any law, statute or ordinance, it will be severable from  
14 this Agreement and the remaining provisions, covenants, conditions  
15 and agreements will remain valid and enforceable by either party.

16 13.

17 That all written notices mentioned in this Agreement shall be sent  
18 by either certified or registered mail.

19 Dated this 9<sup>th</sup> day of November 1971.

20  
21 John D. Nelson  
22 JOHN D. NELSON - Grantor

23 Betty Jo Nelson  
24 BETTY JO NELSON - Grantor

25 Norma Jean Travis  
26 NORMA JEAN TRAVIS - Lessee

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28  
29 ACKNOWLEDGMENTS ATTACHED

1 STATE OF ARIZONA)  
2 COUNTY OF Yavapai : \*\*

3 On the 1st day of November, 1971, personally appeared before  
4 me, a Notary Public, JOHN D. NELSON and BETTY JOE NELSON, husband  
5 and wife, who acknowledged to me that they executed the above in-  
6 strument.

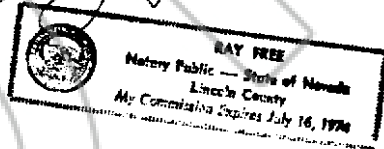
*Marcia J. Paul*  
Notary Public  
My Commission Expires Sept. 1973

7  
8 STATE OF NEVADA)  
9 : \*\*  
10 COUNTY OF LINCOLN)

11 On the 9th day of November, 1971, personally appeared before me, a  
12 Notary Public, NORMA JEAN TRAVIS, who acknowledged to me that she  
13 executed the above instrument.

*Ray Free*  
Notary Public

14  
15 No. 54436  
16 FILED AND RECORDED AT REQUEST OF  
Raymond Free  
17 December 9, 1971  
18 AT 25 MINUTES PAST 1 O'CLOCK  
P.M IN BOOK 3 OF OFFICIAL  
19 RECORDS, PAGE 267-271 LINCOLN  
20 COUNTY, NEVADA.

  
RAY FREE  
Notary Public - State of Nevada  
Lincoln County  
My Commission Expires July 16, 1976

*William B. ...*  
COUNTY RECORDER

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