

Lincoln County

QUIT CLAIM DEED

1 This Indenture made October 6, A.D. 1962, between Melba M. Ercanbrack
2 now a resident of Reno, Nevada, First Party and Betty E.
3 Young of Caliente, Nevada and Ruth E. Long, P. O. Box 183, Moab, Utah, Second
4 Parties, WITNESSETH:

5 WHEREAS, it appears to the satisfaction of First Party that when the
6 Second Parties conveyed to their mother and their brother as joint tenants
7 all of their right, title and interest in the home ranch property South of
8 Alamo in the County of Lincoln, State of Nevada, they made said conveyance
9 upon the agreement of their mother that her interest in said property would
10 ultimately be reconveyed to them, and, upon the death of their mother the
11 said agreement was ratified and confirmed by Max W. Ercanbrack prior to his
12 sudden death, but he neglected to execute and deliver a Deed to that effect;
13 and

14 WHEREAS, in a proceeding in the Seventh Judicial District Court of the
15 State of Nevada, in and for the County of Lincoln, under Probate No. 900 a
16 Decree establishing death intestate, payment of all indebtedness, declaring
17 the estate to be community property and not subject to administration, was
18 entered in said Court in June, 1960 and a certified copy thereof was duly
19 recorded in the office of the County Recorder of said County of Lincoln,
20 following which a Purchase and Sale Agreement was made by and between Max W.
21 Ercanbrack and Minnie Ercanbrack agreeing to sell all of said home ranch
22 property to Leo K. Stewart and his wife as joint tenants, Nevada Bank of Com-
23 merce, Pioche Branch, being the escrow holder in connection with said Pur-
24 chase and Sale Agreement under the terms of which cash was paid by the pur-
25 chasers to the legal owners in the approximate amount of \$30,000.00, and the
26 next payments to be made thereunder are to be made in March and September,
27 1963 to cover the interest on a principal balance of about \$50,000.00, said
28 principal balance with interest thereon to be paid over a term of years; and

29 WHEREAS, First Party as the surviving spouse of Max W. Ercanbrack and
30 Second Parties as his surviving sisters are desirous of avoiding expense and
31 long delays in connection with the relative claims of the parties hereto and
32 the fulfillment of the said Purchase and Sale Agreement with Leo K. Stewart
33 and his wife, and it has been agreed by the Parties hereto that in consid-
34 eration of the assumption by First Party of all indebtedness contracted by
35 First Party or her husband since their marriage and the execution by First
36 Party of a Quit Claim Deed conveying to Second Parties all right, title and
37 interest which First Party might otherwise claim or have in an undivided
38 one-half interest in and to any and all payments to be made by Leo K. Stewart
39 and his wife under said Purchase and Sale Agreement commencing with interest
40 payments due in March and September, 1963, Second Parties will waive any and
41 all interests which they might otherwise have or claim in any and all other
42 property and property interests which First Party or her deceased husband
43 may have acquired since their marriage.

44 Now, Therefore, in consideration of \$1.00 by each party to the other
45 paid, receipt whereof is hereby acknowledged, and in consideration of the
46 premises, First Party does hereby remise, release and forever quit claim and
47 assign to Second Parties and to their heirs and assigns forever any and all
48 right, title and interest which said First Party may now have or claim in
49 ~~and~~ ^{and} an undivided one-half interest in and to the proceeds of said Purchase
50 and Sale Agreement commencing with interest on principal balance due and pay-
51 able in March and September of 1963 and continuing thereafter until the
52 balance of the agreed purchase price is paid in full.

53 For a particular description of the property involved herein, reference
54 is hereby made to the documents now in possession of Nevada Bank of Commerce,
55 Pioche Branch, under its Escrow Agreement.

56 Together with the tenements, hereditaments and appurtenances thereunto
57 belonging or appertaining and the reversions, remainders, rents, issues and

1 profits thereof.

2 To Have and to Hold the said property together with the appurtenances
3 unto said Second Parties and to their heirs and assigns forever.

4 In Witness Whereof the First Party has hereunto set her hand on the date
5 herein first written.

Melba M. Ercanbrack

6 Signed and delivered in the presence of:

7 Lucian B. Kelley
8 A. J. Scott
9

10 STATE of NEVADA)
11) ss.
12 COUNTY of LINCOLN)

13 On this 6 day of October A.D. 1962, before me, A. L. Scott,
14 a Notary Public in and for said County and State, personally appeared Melba
15 M. Ercanbrack, known to me to be the person described in and who executed
16 the foregoing instrument, who acknowledged to me she executed the same freely
17 and voluntarily and for the uses and purposes therein mentioned.

A. J. Scott
Notary Public

18 My Commission expires: July 2, 1966.

No. 51186

19 FILED AND RECORDED AT REQUEST OF
20 Mrs. Leo K. Stewart

21 January 5, 1972

22 AT 50 MINUTES PAST 2 O'CLOCK

23 P. M. IN BOOK 3 OF OFFICIAL

24 RECORDS, PAGE 350-351, LINCOLN

25 COUNTY, NEVADA.

David B. ...
COUNTY RECORDER

