

JOINT TENANCY DEED

This Indenture made as of February 9, 1963 between Melba M. Ercanbrack, surviving spouse of Max W. Ercanbrack, Betty E. Young and Ruth E. Long, daughters of Minnie Ercanbrack, First Parties, and Leo K. Stewart and Delores E. Stewart, husband and wife as joint tenants, Second Parties, WITNESSETH:

Whereas, under date of February 14, 1962 by a written Agreement prepared by Attorney A. L. Scott, Minnie Ercanbrack and Max W. Ercanbrack, mother and son, agreed to sell to Second Parties all of the property of said mother and son situate south of Alamo, in the County of Lincoln, State of Nevada, and said Agreement was subsequently amended under date of April 17, 1962, and it was thereafter agreed, when items of personal property referred to in said Agreement were paid for in cash by Second Parties herein and specific items of outstanding indebtedness against the property were assumed and agreed to be paid by Second Parties to the creditors and lien holders named in said Agreement, resulting finally in a determination that the principal balance to be paid by Second Parties was \$54,371.00, together with interest on all deferred balances was due and payable in instalments on February 14, of each year thereafter commencing with interest in the amount of \$1,631.13 for one year, payable February 14, 1963 not less than \$2,500.00 payable on February 14, 1964 and February 14, 1965, and not less than \$3,500.00 payable annually thereafter on February 14 of each year with final payment of principal and interest on deferred balance of principal not later than February 14, 1982; provided, Nevada Bank of Commerce, Pioche Branch, would not be required to disburse the said interest payment due February 14, 1963, to the Parties entitled thereto until a Deed conveying the property hereinafter described to Second Parties herein, in form satisfactory to Second Parties, had been deposited with said Bank as escrow agent, in accordance with the terms of said original Purchase and Sale Agreement; and

Whereas, under the provisions of a Quit Claim Deed duly executed and delivered by Melba M. Ercanbrack to Betty E. Young and Ruth E. Long conveying an undivided one-half interest in all proceeds of sale commencing with interest payment due February 14, 1963, has been recorded and delivered to said Escrow Agent, from which it appears that the First Parties herein are now the legal and equitable owners of the property hereinafter described.

Now therefore this Indenture witnesseth: That the said First Parties in consideration of the sum of Fifty Four Thousand Three Hundred Seventy one Dollars (\$54,371), together with interest thereon at the rate of 3% per annum on all deferred balances, in current lawful money of the United States of America, to them in hand paid by the said Second Parties, the receipt whereof is hereby acknowledged, do by these presents grant, bargain and sale unto the said Second Parties in joint tenancy and to the survivor of them and to the heirs and assigns of such survivor forever, all those certain lots, pieces or parcels of land situate south of Alamo in the County of Lincoln, State of Nevada, bounded and described as follows, namely:

A tract of about 12 Acres, described as commencing at the southwest corner of SW 1/4 of SE 1/4 of Section 8 and running thence North 468 feet, East 1128 feet, South 468 feet, and West 1128 feet to the place of beginning.

A tract of about 120 Acres, described as all of the East Half of the NE 1/4, and the NW 1/4 of the NE 1/4, of Section 17.

A tract of about 150 Acres, described as all of the NW 1/4 of Section 16, except portion thereof conveyed to the State of Nevada for Highway 93, and except a triangular tract in the southeast corner thereof, described as commencing at a starting point which is 130 feet west of the center of said Section 16, at the right of way fence on the west side of said Highway 93, and running from said starting point, on said fence line, along south line of said NW 1/4 of Section 16, west a distance of 735 feet, thence N. 44° 30' E. 720 feet to the fence on west side of said right of way, and thence S. 15° E. along said fence 560 feet to the starting point, said triangle containing about 4.67 Acres.

1 All of the foregoing property being in Township 7 South, Range
2 61 East, Mount Diablo Meridian, and containing a total of
282.36 Acres.

3 Together with any and all improvements thereon, and any and all
4 water and range rights used or useable in connection therewith,
5 including among other items, 124 shares of decreed water rights
6 and rights covered by Certificate No. 1550, on Application No.
6913, for use of Divala Spring for stockwatering in SE 1/4 of NE 1/4
of Section 3, T. 6 South, Range 61 East, Mount Diablo Meridian.

7 Together with the tenements, hereditaments, and appurtenances thereunto
8 belonging or appertaining, and the reversions, remainders, rents, issues, and
profits thereof.

9 TO HAVE AND TO HOLD the said premises, together with the appurtenances,
10 unto the said Second Parties, as joint tenants, and not as tenants in common,
with right of survivorship, and to the heirs and assigns of such survivor
forever.

11 IN WITNESS WHEREOF, the said First Parties have executed this conveyance
12 as of the date first above written.

Malba M. Ercanbrack
Betty E. Young
Betty E. Young

13 STATE of NEVADA)
14) ss.
15 COUNTY of LINCOLN)

16 On this 9 day of February A.D. 1963, before me, A. L.
17 Scott, a Notary Public in and for said County and State, personally appeared
18 Malba M. Ercanbrack, known to me to be the person described in and who executed
19 the foregoing instrument, who acknowledged to me that she executed the
20 same freely and voluntarily and for the uses and purposes therein mentioned.

A. L. Scott
Notary Public

21 My Commission expires: July 2, 1966.

22 STATE of NEVADA)
23) ss. 11
24 COUNTY of LINCOLN)

25 On this 11 day of February A.D. 1963, before me, A. L.
26 Scott, a Notary Public in and for said County and State, personally appeared
27 Betty E. Young, known to me to be the person described in and who executed
28 the foregoing instrument, who acknowledged to me that she executed the same
29 freely and voluntarily and for the uses and purposes therein mentioned.

A. L. Scott
Notary Public

30 My Commission expires: July 2, 1966.

1 STATE of UTAH)
2 COUNTY of GRAND) ss.

3 On this 13th day of February A.D. 1963, before me, a
Notary Public in and for said County and State, personally appeared Ruth E.
Long, known to me to be the person described in and who executed the fore-
going instrument, who acknowledged to me that she executed the same freely
and voluntarily and for the uses and purposes therein mentioned.



Mary Ann
Notary Public
Residing at Moab, Utah.

My Commission Expires: 2-2-67

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No. 51187
FILED AND RECORDED AT REQUEST OF
MRS LEO STEWART
January 5, 1972
AT 50 MINUTES PAST 2 O'CLOCK
P. M. IN BOOK 3 OF OFFICIAL
RECORDS, PAGE 352-354 LINCOLN
COUNTY, NEVADA.
[Signature]
COUNTY RECORDER