

BOOK 31 MISCELLANEOUS
LINCOLN COUNTY NEVADA RECORDS

CONTRACT OF CONDITIONAL SALE

This agreement, made this 3rd day of May, 1970 by and between Leo L. Galloway and Elva M. Galloway, his wife, as Sellers and Lee H. Fenton and Elizabeth J. Fenton, his wife, as Buyers,

Sellers agree to sell and buyers agree to buy the following described real property upon the terms and conditions set below, as follows:

That certain parcel of land located in Panaca, Lincoln County, Nevada, described as follows:

All of the North half (N $\frac{1}{2}$) of lot numbered Two (2) in Block Numbered Twenty Eight (28) (Said half fronting 26 $\frac{1}{2}$ feet on H street and 132 feet on Fourth Street) as same is platted and described on the official plat of said town now on file and of record in the office of the county Recorder of said Lincoln County, Nevada, and to which said plat, and thereof, reference is hereby made for a more full and complete description of said one half lot.

Together with one half share ($\frac{1}{2}$) of water being one-half share in the Panaca Irrigation Company - This half share represented on Certificate No. 280 of the Panaca Irrigation Company.

Together with one Paramount House trailer (1957) 45 x 10 Serial Number 4 513200 with whatever furnishings are left with it, a power lawn mower, a 280 gallon propane tank, all improvements. Together with the loan of a rototiller, garden hoses and some tools for the balance of the summer. Rototiller to be recovered by the Sellers this fall or next Spring.

Full purchase price is to be six Thousand Dollars (\$6,000.00) and to be paid as follows: \$500.00 as of May 10th, 1970, - \$200.00 per month until the down payment of 2500.00 is paid. In Event free for the first six months or until November 15th, 1970. Thereafter interest at the rate of 7% per annum on this unpaid balance to be charged. After \$2500.00 is paid, the payments to be \$ 75.00 per month including 7% interest until the full price of \$ 6000.00 be paid. Buyers may at their election pay all or any part in advance without penalty.

Sellers warrant marketable title to the property, at the time of final payment and shall furnish, not later than thirty days after final payment, shall furnish, execute and deliver to said buyers their conveyance of the premises above described, with title to the trailer.

Seller shall pay taxes to June 1st, 1970 and after that date buyers shall pay all such taxes and keep current all liens against the property by payment, before delinquency of taxes and charges for labor and materials, and will save sellers harmless against loss therefrom.

In the event of buyers failure to perform under this contract promptly the times mentioned herein, Sellers may declare Buyers in default and require Buyers to surrender possession of the premises, or in the alternative to correct the default within thirty days. After such notice, unless Buyers shall correct such default, Buyers rights hereunder shall be cancelled and forfeited; all payments shall be retained by the Sellers as rental and liquidated damages; as and buyers agree to pay reasonable costs and attorney's fees, at the event any suit is filed, or services of an attorney engaged by Sellers, after default, for purpose of recovering possession of the premises.

This agreement is binding upon and lawrs to the benefit of the buyers as joint tenants (not tenants in common) with the rights of survivorship; and all payments under this contract to be paid are, by this instrument made to Sellers as joint tenants with rights of survivorship, and to the personal representative heirs and assigns.

In Witness Whereof the parties hereto have hereunto set their hands this Tenth day of May, 1970.....
Sellers:

/s/ Lee L. Galloway
Leo L. Galloway

/s/ Elva M. Galloway
Elva M. Galloway

/s/ Lee H. Fenison
Lee H. Fenison

/s/ Elisabeth J. Fenison
Elizbeth J. Fenison

Buyers:

STATE OF NEVADA)
) ss.
COUNTY OF LINCOLN)

On this 9th day of May A.D., one thousand nine hundred and seventy, personally appeared before me, Colleen Flinspach, a Notary Public in and for the said County of Lincoln, Leo L. Galloway & Elva M. Galloway; and Lee H. Fenison & Elisabeth J. Fenison, known to me to be the persons described in and who

304

executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in the County of Lincoln, the day and year in this certificate first above written.

(NOTARIAL STAMP)

/s/ Colleen Pilsbach

No. 49830 filed and recorded at the request of Lee H. Fenslon at 40 min. past 11 a.m. this 1st day of February A.D., 1971.

Benjamin B. [Signature]
County Recorder

No. 51799
FILED AND RECORDED AT REQUEST OF
Raymond Free
July 25, 1972
AT 35 MINUTES PAST 4 O'CLOCK
P M IN BOOK 4 OF OFFICIAL
RECORDS, PAGE 503-506 LINCOLN
COUNTY, NEVADA.
Benjamin B. [Signature]
COUNTY RECORDER