

## PURCHASE AND SALE AGREEMENT

1  
2 This Agreement, made as of November 1, 1964, between Charles E. Cornelius  
3 of the City of Caliente, County of Lincoln, State of Nevada, First Party, here-  
4 inafter called the Seller, and Frank M. Scott and Fawn L. Scott, husband and  
5 wife, also of Caliente, Nevada as joint tenants and not as tenants in common,  
6 Second Parties, hereinafter called the Buyers, WITNESSETH:

7 That in consideration of the covenants and agreements on the part of the  
8 Buyers hereinafter contained, the said Seller agrees to sell and to convey to  
9 the said Buyers, and the said Buyers agree to buy, all those certain lots,  
10 pieces and parcels of land situate in what is now the City of Caliente, in the  
11 County of Lincoln, State of Nevada, particularly bounded and described as  
12 Lots numbered 16, 17 and 18 in Block numbered 1 in the City of Caliente, County  
13 of Lincoln, State of Nevada as said Lots and Block are delineated on the Offi-  
14 cial Plat of said City of Caliente now on file in the office of the County Re-  
15 corder of said County of Lincoln, to which Plat reference is hereby made for  
16 a more particular description; together with the improvements thereon known as  
17 the Cornelius Hotel, also the personal property in the said Hotel building and  
18 in the "93 Club" in said building, the said personal property being itemized  
19 in a separate Bill of Sale executed and dated as of November 1, 1964, all for  
20 the sum of Forty Eight Thousand Five Hundred Dollars (\$48,500.00), to be paid  
21 as follows, namely: the sum of Six Thousand Dollars (\$6,000.00) upon the exe-  
22 cution of this Agreement, the receipt whereof is hereby acknowledged, and the  
23 remainder in monthly instalments of not less than Three Hundred Dollars (\$300.00)  
24 each, payable not later than the 5 day of each and every calendar month here-  
25 after, commencing December 5, 1964, with interest on deferred payments at the  
26 rate of 6% per annum from date when due until paid.

27 And it is mutually covenanted and agreed between the Parties hereto that  
28 the said Buyers shall be let into and have immediate possession of, said pre-  
29 mises; but that time shall be of the essence of this Agreement; and that if  
30 the said Buyers shall fail to pay the said instalments, or any of them, when  
31 due, the said Seller shall be released from all obligations both at law and  
32 in equity to convey said property; and in such event the Buyers shall forfeit  
33 all right to said property, and all payments theretofore made by them shall  
34 be forfeited to the said Seller.

35 The said Seller, upon receiving payments, at the time and in the manner  
36 hereinbefore specified, agrees to execute and deliver to the said Buyers, and  
37 to the survivor of them and to the heirs and assigns of such survivor forever,  
38 a good and sufficient deed conveying the title to said property free and clear  
39 of all encumbrances.

40 The said Seller agrees to pay all State and County taxes for the fiscal  
41 year ended June 30, 1964, and as soon as taxes are levied and become payable  
42 for the fiscal year ending June 30, 1965, he will pay one-third of the taxes  
43 to be levied for said current fiscal year. The other two-thirds of taxes to  
44 be levied for said current fiscal year, and all taxes thereafter assessed and  
45 levied during the term of this Agreement shall be paid promptly when due, be-  
46 fore any penalty thereon accrues; and any City licenses required by ordinance  
47 and all charges for public utilities payable on or after November 1, 1964,  
48 shall be paid by the said Buyers promptly when due. The said Buyers further  
49 agree to keep the said Cornelius Hotel building in good repair and to keep the  
50 said building and the personal property described in said Bill of Sale fully  
51 insured against loss by fire and also carry plate glass insurance, less, if  
52 any, payable to the Seller and to the Buyers as their respective interests may  
53 appear on the date of loss.

54 It is mutually covenanted and agreed that the provisions of this agree-  
55 ment shall apply to and bind the heirs and assigns of the Seller but shall not  
56 be assignable by the Second Parties unless or until the First Party shall con-  
57 sent in writing to such assignment.

1 IN WITNESS WHEREOF the said Parties have executed this Agreement as of  
2 the date herein first written.

3 Charles E. Cornelius  
(Charles E. Cornelius)

4 SELLER

5 Frank M. Scott  
(Frank M. Scott)

6 Fawn L. Scott  
(Fawn L. Scott)

7 BUYERS

8  
9  
10 STATE of NEVADA )  
11 COUNTY of LINCOLN ) ss.

12 On this 30 day of November A.D. 1964, before me, A. L. Scott, a Notary  
13 Public in and for said County and State, personally appeared ~~Charles E. Cornelius,~~  
14 ~~Frank M. Scott and Fawn L. Scott,~~ known to me to be the persons de-  
15 scribed in and who executed the foregoing instrument, who, jointly and severally  
16 acknowledged to me that they executed the same freely and voluntarily, and for  
17 the uses and purposes therein mentioned.

18 A. L. Scott  
Notary Public

19 My commission expires July 2, 1966.

20 STATE of NEVADA )  
21 COUNTY of CLARK ) ss.

22 On this 23<sup>rd</sup> day of November A.D. 1964, before me Jennie Lee Baw,  
23 a Notary Public in and for said County and State, personally appeared Charles  
24 E. Cornelius, known to me to be the persons described in and who executed the  
25 foregoing instrument, who acknowledged to me that they executed the same  
26 freely and voluntarily, and for the uses and purposes therein mentioned.

27 Jennie Lee Baw  
Notary Public

28 My commission expires: June 24, 1968

29 No. 53095  
FILED AND RECORDED AT REQUEST OF  
Nevada National Bank  
July 10, 1973  
30 AT 30 MINUTES PAST 2 O'CLOCK  
31 P.M. IN BOOK 7 OF OFFICIAL  
RECORDS, PAGE 555-556 LINCOLN  
32 COUNTY, NEVADA

Samuel B. ...  
COUNTY RECORDER

A. L. SCOTT  
ATTORNEY AT LAW  
PIERCE, NEVADA