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PURCHASE CONTRACT

THIS AGREEMENT made and entered into this 1 day of December, 1973, by and between W. EMRYS JONES and ILA M. JONES, Husband and Wife, of Pioche, Lincoln County, Nevada, hereinafter referred to as Sellers, and GEORGE A. ELMIGER and JOHNEVIEVE B. ELMIGER, Husband and Wife, of Pioche, Lincoln County, Nevada, hereinafter referred to as Buyers:

WITNESSETH that the parties hereto, in consideration of their mutual promises to each other hereinafter stated, have agreed, and by these presents do agree as follows, to-wit:

Sellers agree to sell to Buyers, and to their heirs and assigns forever, all their right, title and interest in and to the following described real property in Pioche, Lincoln County, Nevada:

The South Half (S/2) of Lot Twelve (12) and all of Lots Thirteen (13) and Fourteen (14) in Block Thirty-one (31) in the Town of Pioche, County of Lincoln, State of Nevada, together with any and all improvements situated thereon.

TOGETHER WITH, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof, and the furniture therein.

Buyers agree to purchase said real property and to pay to Sellers therefor the principal sum of Four Thousand Two Hundred Dollars (\$4,200.00) together with interest at the rate of seven percent (7%) per annum on the unpaid declining balance, said principal and interest payable as follows: The sum of Five Hundred Dollars (\$500.00) down, receipt of which is hereby acknowledged; The balance of Three Thousand Seven Hundred Dollars (\$3,700.00) as follows:

RAYMOND FREE  
Attorney at Law  
P. O. Box 218  
Pioche, Nevada  
89043  
Phone 962-5220

BOOK

8 675

1 the sum of Fifty Dollars (\$50.00) or more including interest on or  
2 before the 1st day of January, 1974; and the further sum of Fifty  
3 Dollars (\$50.00) or more including interest on or before the 1 day  
4 of each and every month thereafter until the entire balance of said  
5 principal sum and interest has been paid in full; greater or more  
6 frequent payments may be made at any time without premium or fee,  
7 all of said payments to be made to the NEVADA NATIONAL BANK, Pi-  
8 oche Branch, Pioche, Nevada 89043.  
9

10  
11 Sellers hereby grant to Buyers the use, possession and enjoyment of  
12 said premises from and after the date hereof and continuing during  
13 the life of this agreement; Buyers hereby covenant and agree they  
14 will not commit or permit any willful or voluntary waste in connec-  
15 tion therewith or erect, construct or maintain any nuisance thereon.  
16 Buyers may, at their own expense, make improvements thereon.  
17

18 It is further understood and agreed Buyers will pay and discharge  
19 at maturity all taxes or assessments upon or against the premises  
20 now or which may hereafter become due and payable; Buyers will, at  
21 their own cost and expense, keep the improvements on the premises  
22 in good repair, reasonable wear thereof and damage by the elements  
23 excepted; that no building or improvement now existing or that may  
24 be hereafter placed or erected upon said premises shall be removed  
25 therefrom until the said purchase price shall have been paid in  
26 full, but shall remain on said ground and, in case of forfeiture or  
27 default, revert to the Sellers.  
28

29  
30 Sellers have simultaneously herewith executed a good and sufficient  
31 deed conveying title to the premises to the Buyers, and the Sellers  
32 shall, through the Nevada National Bank, deliver to the Buyers

1 said deed in conformity with the provisions hereof upon the Buyers,  
2 their heirs or assigns having fulfilled all the terms, conditions  
3 and provisions as specified herein.  
4

5 Buyers have simultaneously herewith executed a good and sufficient  
6 quitclaim deed, conveying title to the premises to Sellers, which  
7 said quitclaim deed shall be recorded by Nevada National Bank in  
8 the event of default of Buyers under the provisions of this agree-  
9 ment, and such default continues for a period of thirty (30) days  
10 after written notice thereof to Buyers. Sellers shall make demand  
11 for such recordation in writing to Nevada National Bank.  
12

13 Buyers shall at all times hereto keep the improvements upon said  
14 premises insured with a loss payable clause to Sellers in an amount  
15 as great as any sums due herein from Buyers to Sellers.  
16

17 It is mutually understood and agreed that if Buyers, their heirs or  
18 assigns shall fail to make any of the payments herein provided to be  
19 made in the amount or at the time same shall be due and payable, or  
20 shall violate or fail to comply with any other term, condition or  
21 provision hereof in the manner or form as herein provided, then Sel-  
22 ler shall have the option to terminate this contract upon giving  
23 written notice of default allowing, nevertheless, a grace period of  
24 Thirty (30) days during which time Buyers may avoid said default;  
25 and upon the expiration of said grace period, Sellers shall have  
26 the option immediately to declare this agreement terminated and in  
27 such event shall be entitled to record the quitclaim deed executed  
28 by Buyers to Sellers and Sellers shall be entitled to retain as  
29 their own property any and all payments that may have been made  
30 hereunder prior to such default as liquidated damages and as rental  
31  
32

1 for the occupation and use of the premises and Buyers, their heirs  
2 and assigns shall and will immediately upon any such default de-  
3 liver up and surrent to Sellers, their legal representatives or  
4 assigns, the possession of said premises and the whole thereof upon  
5 demand; but the option hereby granted to Sellers to declare this  
6 agreement terminated as aforesaid shall not be exclusive and shall  
7 not prevent Sellers from insisting upon the proper performance by  
8 Buyers, now interfere in any way with any other redress or action  
9 on their part.  
10

11  
12 It is specifically agreed and understood that any and all purchase  
13 contracts or assumption agreements heretofore entered into are  
14 hereby cancelled and rescinded and of no force and effect whatso-  
15 ever.

16  
17 Buyers shall not sell, exchange, trade or otherwise dispose of any  
18 of the furniture situate within the premises without the prior con-  
19 sent of Sellers.  
20

21 Time is specifically made of the essence hereof.

22  
23 This agreement shall inure to the benefit of, and shall bind, the  
24 heirs, executors, administrators and assigns of the respective  
25 parties hereto; however, no transfer or assignment hereof shall be  
26 made unless Sellers shall be paid in full.

27  
28 IN WITNESS WHEREOF the parties hereto have hereunto set their hands  
29 the day and year first above written.

30  
31 W. Emrys Jones  
W. EMRYS JONES, Seller

32  
Ila M. Jones  
ILA M. JONES, Seller

George A. Elmiger  
GEORGE A. ELMIGER, Buyer

Johnevieve B. Elmiger  
JOHNEVIEVE B. ELMIGER, Buyer

RAYMOND FREE  
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Floche, Nevada  
89043  
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ACKNOWLEDGMENTS ATTACHED

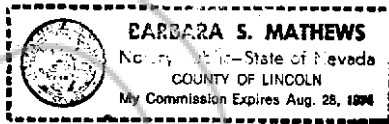
1 STATE OF NEVADA)

: SS

2 COUNTY OF LINCOLN)

3 On this 21 day of December, 1973, personally appeared before me,  
4 a Notary Public, W. EMRYS JONES and ILA M. JONES, Husband and Wife,  
5 who acknowledged to me they executed the foregoing instrument.

*Barbara S. Mathews*  
Notary Public



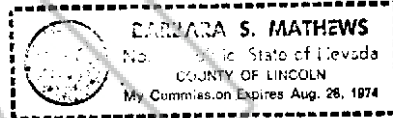
8 STATE OF NEVADA)

: SS

9 COUNTY OF Lincoln)

10  
11 On this 21 day of December, 1973, personally appeared before me,  
12 a Notary Public, GEORGE A. ELMIGER and JOHNEVIEVE B. ELMIGER, Hus-  
13 band and Wife, who acknowledged to me that they executed the fore-  
14 going instrument.

*Barbara S. Mathews*  
Notary Public



17 **53725**

18 No. \_\_\_\_\_  
19 FILED AND RECORDED AT REQUEST OF  
RAYMOND FREE  
DEC 21, 1973  
20 AT 10 MINUTES PAST 12 O'CLOCK  
P.M. IN BOOK 8 OF OFFICIAL  
21 RECORDS, PAGE 678-679 LINCOLN  
COUNTY, NEVADA.  
22 *W. Emrys Jones*  
COUNTY RECORDER

32  
RAYMOND FREE  
Attorney at Law  
P. O. Box 218  
Pioche, Nevada  
89043  
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