

1 STATE OF NEVADA )  
2 COUNTY OF LINCOLN ) ss:

AFFIDAVIT

3 CLARA O. FONDI, being first duly sworn, on oath deposes and  
4 states that she is an assistant vice president and assistant  
5 manager of the Ely office of NEVADA NATIONAL BANK at Ely, Nevada.

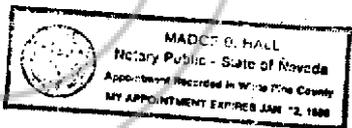
6 As such officer of said bank, this Affiant is a custodian of  
7 its records, and in particular of the records of the former BANK  
8 OF PIOCHE, INC., which was succeeded by this present bank.

9 Attached hereto is a copy of an original agreement for the  
10 purchase of certain lands and personal properties as described  
11 therein, dated April 3, 1923, between JAMES EVAN PRICE as seller  
12 and J.W. CHRISTIAN as buyer. The original of this exhibit is on  
13 hand in an escrow envelope of said BANK OF PIOCHE, INC., together  
14 with the original of the attached schedule of payments. Such two  
15 items constitute the only items in said file.

16 This Affiant has read the provision in said contract which  
17 recites the placement of a deed from the seller to the buyer,  
18 with the BANK OF PIOCHE, INC. as escrow agent, and has caused  
19 diligent search to be made of the records of said BANK OF PIOCHE,  
20 INC., for said deed, but the same cannot be found. And since the  
21 payment record reflects payment in full of the purchase price, it  
22 must be assumed that the deed was delivered up by said bank as  
23 escrow agent, to the purchaser, upon said final payment.

24 Clara O. Fondi  
25 CLARA O. FONDI

26 Subscribed and sworn to before me this 24<sup>th</sup> day of Oct  
27 1983.



28 Madge B. Hall  
29 Notary Public  
30  
31  
32

AGREEMENT.

THIS AGREEMENT, made April 5, A. D. 1923, between James Evan Price, first party, and J. W. Christian, second party, both of the County of Lincoln, State of Nevada, WITNESSETH: -

The said first party, in consideration of the sum of Three Thousand five Hundred Dollars (\$3500.00), lawful money of the United States, to be paid as hereinafter provided, has agreed to sell to second and second party has agreed to purchase, party, the following described real estate, water rights and personal property, to wit: -

~~All of the NE 1/4 of the SW 1/4 of Section 1, T. 5 N., R. 67 E., Mt. Diablo Meridian, containing 146.20 Acres, covered by recorded patent from the United States No. 761674, Carson City Serial No. 09403, in the County of Lincoln, State of Nevada.~~

All of the water right for 7.7 Acres from waters of Wilson Creek heretofore conveyed to first party from what is known as the Hyde Proof of Appropriation

All of the water right covered by Application No. 4825 of first party for 53 Acres from the waters of Wilson Creek.

Rock House and Granary and shed situate on above-described premises and all contents thereof; also all crops, grains, feed, hay and supplies of all kinds thereon.

All cattle, bearing or supposed to bear the brand "N" (inverted U) on left hip, under half crop in left ear and upper half crop in right ear, approximately forty-five head.

Four head of work horses (Big and Baldy, Jan and Black Stallion); two sets of harness and one saddle, three dead axle wagons, one sulky plow, one hand plow, one harrow, one mowing machine, one rake, and undivided interest in one threading machine; also twenty chickens.

And the said first party agrees to execute to second party and place in escrow with Bank of Pisco, Inc., at Pisco, Nevada, a grant, bargain and sale deed for the said property, to be held by said Bank pending the payment by second party, his heirs or assigns, for the use and benefit of first party, of the said sum of Three Thousand five hundred Dollars at the following times and in the following amounts, to wit: - One Thousand Dollars on the date of this agreement, and the sum of One Hundred Dollars monthly for twenty-five

months thereafter, One Hundred Dollars to be due and payable on May 3, 1923, and One Hundred Dollars on the third day of each and every month thereafter until and including May, 1925, said deed to be delivered by said Bank to said second party upon the payment of said sum of Three Thousand five hundred Dollars in full in the amounts and at the times specified, and time is of the essence of this agreement.

And it is further agreed between the parties hereto that, if default be made in fulfilling this agreement or any part thereof on the part of the said second party, then and in such case the said first party, his heirs and assigns, shall be at liberty to consider this agreement as forfeited and annulled, and to dispose of the said property to any other person in the same manner as if this agreement had never been made, in which event said first party is hereby authorized to retain as liquidated damages for the breach any and all payments theretofore made on the purchase price by second party or his heirs or assigns.

IN WITNESS WHEREOF said parties have hereunto subscribed their respective names, the day and year herein first written.

*James Evan Prill*

First Party.

*J. Whiston*

Second Party.

*Witness C. J. ...*

Lincoln County

April 3 23 100.00 Paid  
 April 9 23 100.00 Paid  
 April 16 23 100.00 Paid  
 April 23 23 100.00 Paid  
 April 30 23 100.00 Paid

Oct 3 23 100.00 Paid  
 Nov 3 23 100.00 Paid  
 Dec 3 23 100.00 Paid  
 Jan 3 24 100.00 Paid  
 Feb 3 24 100.00 Paid  
 Mar 3 24 100.00 Paid  
 Apr 3 24 100.00 Paid  
 May 3 24 100.00 Paid  
 Jun 3 24 100.00 Paid  
 Jul 3 24 100.00 Paid  
 Aug 3 24 100.00 Paid  
 Sep 3 24 100.00 Paid

Nov 3 24 100.00 Paid  
 Dec 3 24 100.00 Paid  
 Jan 3 25 100.00 Paid  
 Feb 3 25 100.00 Paid  
 Mar 3 25 100.00 Paid

79207

FILED AND RECORDED AT REQUEST OF  
 Scotty Gladstone  
 December 22, 1983  
 AT 1 MINUTES PAST 9 O'CLOCK  
 8 M IN BOOK 58 OF OFFICIAL  
 RECORDS PAGE 82 LINCOLN  
 COUNTY, NEVADA

County Recorder  
 Scotty Gladstone