Book E of Miscellaneous
Pages 383 - 385

File No.25199.

GEORGE W. GOODFELLOW, et ux	
to	AGREEMENT OF SALE
DAN F. RAND, et ux.	Dated October 16th, 1944.

THIS MEMORANDUM OF AGREEMENT, made and entered into this 16th day of October, 1944, by and between GEORGE W. GOODFELLOW and MAYME F. GOODFELLOW, his wife, of the County of Eureka, State of Nevada, parties of the first part, hereinafter called the "Vendors", and DAN F. RAND and CHARLENE S. RAND, his wife, of the same place, parties of the second part, hereinafter called the "Vendees",

W I T N E S S E T H:

That for and in consideration of the sum of TEN THOUSAND ($10,000.00) DOLLARS, (being the down payment hereinafter mentioned) lawful money of the United States of America, paid by the Vendees to the Vendors, the receipt whereof is hereby acknowledged, and the covenants and agreements herein contained to be kept and performed by the parties hereto, and the payment to be made, it is hereby specifically covenanted and agreed between the parties hereto as follows, to-wit:

1. That the said Vendors agree to sell, and said Vendees agree to purchase all that certain real property commonly known as and called the "GEORGE GOODFELLOW RANCH" now owned by said Vendors situate in Pine Valley, County of Eureka, State of Nevada, together with personal property hereinafter described, and more particularly described as follows, to-wit:

A. Real Property

IN TOWNSHIP 28 NORTH, RANGE 52 EAST, M.D.B. & M.

Section 8: N½; S½ of SE¼;
Section 16: W½; SW¼ of SE¼;
Section 17: N½; NE¼ of NW¼; SE¼;
Section 20: NE¼ of NE¼;
Section 21: W½ of NE¼; NW¼; N½ of SE¼; SE¼ of SE¼;
Section 22: N½ of SW¼;

Together with all water, water rights, dams and ditches now used upon or in connection with the above-described premises, including all water rights growing out of applications to or permits from the State Engineer of the State of Nevada, and the water rights growing out of the appropriation and use of water on said property or any part thereof; and together with all dams, ditches, canals, flumes, water ways, pipes, pipe lines, reservoirs and all other means or methods for the diversion, impounding, distribution or use of any of the waters appurtenant to the said real property or any part thereof, but without limitation, to any of the water rights or means for the diversion or use of water, as herein particularly described.

Together with all stockwatering rights, range rights, Taylor Grazing Rights appurtenant to said real property or any part thereof, owned or enjoyed by the said Vendors in connection therewith;

Together with the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the remainder and remainders, reversion and reversions, rents, issues and profits thereof.

It is further agreed andunderstood that it is the intention of the Vendors to sell and the Vendees to purchase all lands of every name, nature, kind and description owned by said Vendors situate in the County of Eureka, State of Nevada, whether the same are correctly described herein or not, or at all, not withstanding the foregoing specific description.

B. Personal Property

[illegible] situate on the above described property at the date

and dairy implements, tools, machinery and harness and farming equipment of every name, nature, kind and description owned by said Vendors and situate on the above-described premises, EXCEPTING, however, all bedding except sufficient for one bed, all rugs, one saddle, one chuck box, two saddles, one pack saddle, all personal effects, one picture, all hay, cattle, horses and brands.

II. That it is hereby covenanted and agreed by and between the parties hereto that the purchase price of said real and personal property is, and the Vendors agree to sell for and the Vendees covenant and agree to pay for said real and personal property the sum of THIRTY TWO THOUSAND ($32,000.00) DOLLARS, in lawful money of the United States of America, in the following manner, to-wit:

A. The sum of $10,000.00 upon the execution of this Agreement, the receipt whereof is hereby acknowledged, being the same $10,000.00 mentioned as the consideration for this Agreement, it being understood and agreed that there is a mortgage on said property totaling some $6,000.00 and that the check for said down payment shall be made payable to "GEORGE W. GOODFELLOW, ELAINE F. GOODFELLOW, and THE BANK OF SAN FRANCISCO", with directions that said Vendors endorse said check and that Milton J. Reinhart, Attorney, forward said check to said Bank of San Francisco with directions to it to pay off its lien on said property, furnish release, and credit the balance of said payment, if any, to the Vendors herein.

B. The balance thereof, or the sum of $22,000.00, at the time that said Vendors furnish Abstract of Title showing good and merchantable title in the Vendors, together with good and sufficient Grant, Bargain and Sale Deed and Bill of Sale conveying merchantable title to the Vendees, with the time for inspection of the Abstract, as hereinafter mentioned.

III. That possession of said premises and property will be delivered by the Vendors to said Vendees on or about the 17th day of October, 1944; however, Vendors retaining sufficient time to remove their personal effects, and subject to the right of use of said Vendors with respect to handling their horses, cattle and hay.

IV. That said Vendors agree to furnish a good and sufficient Grant, Bargain and Sale Deed and Bill of Sale conveying good and merchantable title to the above-described real and personal property to the said Vendees, free and clear of all encumbrances except the tax lien, as hereinafter mentioned; that said Vendors are to furnish Abstract of Title to said real property as soon as possible and obtainable, and that said Vendees shall have thirty days to approve said title or furnish Vendors with a list of objections thereto; that said Vendors agree to immediately proceed thereafter to clear any minor defects pointed out in said opinion, and should it be necessary to quiet title to any part or portion of said premises, said Vendors agree to take immediate steps to quiet title thereto, which said title must bein a merchantable condition before the final payment hereinbefore referred to shall have to be made, and should it appear that quiet title proceedings are necessary said Vendees are to escrow $22,000.00 with the NEVADA BANK OF COMMERCE, at Elko, Nevada, under instructions to deliver to the Vendors upon the satisfactory completion of said possible quiet title suit establishing merchantable title to all of said property.

V. That said Vendors are to pay all 1943 taxes on the said property, and it is further agreed by and between the parties hereto, and it is their agreement that said Vendors shall pay three-fourths of the 1944 taxes, and said Vendees shall pay one-fourth of the 1944 taxes on

The balance of the purchase price encumbered, as aforesaid, that the conveyance to said property will be delivered to said Vendees and the quiet title suit be brought in the name of said Vendees.

VIII. That Vendors will allow no liens to attach to said real and personal property in addition to the tax liens, as hereinbefore mentioned, and if any attach Vendees may pay and remove the same and charge the same back against the purchase price of said premises and property, and further, that Vendees covenant and agree that they will allow no liens to attach thereto by any action of theirs, save and except the current tax liens.

IX. That Vendors are granted the right of inspection of said premises and property at any and all reasonable times.

X. It is further agreed that the Deed and conveyances herein will run to DAN F. RAND and CHARLOTTE S. RAND, his wife, in joint tenancy with right of survivorship, but should either of said parties predecease the closing of this transaction and the delivery of said deeds, in that event the deeds and bill of sale and transfers herein mentioned shall be amended so as to run to the survivor.

XI. It is specifically agreed and understood by and between the parties hereto that the Vendors own a herd of cattle, horses and hay on said premises included in this sale, and that it is specifically agreed between the parties hereto that said Vendors may use the pasture in the winter of 1944 and the property for the feeding of the hay to said Vendors' cattle, and that Vendors may remain or have an employee remain for the purpose of feeding the same, and it is further agreed that should there be any hay remaining belonging to said Vendors that the same be sold or used by said Vendors and fed out in the winter of 1945, but only at such places on said premises as directed by said Vendees.

XII. Said Vendors further agree that they have certain branding irons which they are using, and they covenant and agree not to sell them to any other person but that on disposal of their cattle and horses that they will transfer said irons to said Vendees.

XIII. This Agreement is to inure to the benefit of the heirs, executors, administrators and assigns of the respective parties hereto, save and except as to the provision herein immediately preceding this paragraph with respect to the death of one of the proposed joint tenants hereinbefore mentioned.

STATE OF NEVADA)
) ss
COUNTY OF EUREKA)

This is to certify that the foregoing document is a full, true and correct copy of FILE NO. 25193, AGREEMENT OF SALE - GEORGE W. GOODFELLO, ET UX, VENDOR - DAN F. RAND, ET UX, VENDEE.

as appears of record in the Office of the County Recorder, Eureka County, Nevada, recorded in Book E of MISCELLANEOUS RECORDS pages 383-385.

WITNESS MY HAND AND SEAL THIS
9TH DAY OF NOVEMBER, 19 81.

WILLIS A. DEPAOLI, County Recorder
By Alice Sara,
Deputy