

File No. 34471

Caryl S. Way and Margaret B. Way )  
 and )  
 Pete Fishback and Julia Fishback )

AGREEMENT FOR SALE OF REAL ESTATE

## AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT, executed in duplicate September 1, 1959 between Caryl S. Way and Margaret B. Way, Seller, and Pete Fishback and Julia Fishback Buyer,

WITNESSETH:

That the Seller, inconsideration of the covenants of the Buyer herein, agrees to sell and convey to said Buyer and said Buyer agrees to buy all that real property situated in the county of Eureka state of Nevada, hereinafter referred to as "said realty", described as follows:

The South 1/2, of the Northwest 1/4, of Section 25, Township 30 North, Range 50 East, Mount Diablo Base and Meridian, as per Government Survey.

Reserving therefrom an easement of 30' along all boundaries for ingress and egress, with power to dedicate, and, except any and all oil rights, including the right of entry for exploration and production of oil or other carbohydrates and subject to rights, rights of way, easements, reservations, restrictions, covenants, conditions of record, if any.

The price or principal sum, for which Seller agrees to sell and Buyer agrees to buy said realty is the sum of Four Thousand and No/100 Dollars (\$4,000.00), lawful money of the United States, and Buyer in consideration of the premises, promises and agrees to pay to Seller said sum, as follows:

Eight Hundred and No/100 Dollars (\$800.00), upon the signing and delivery hereof, receipt whereof is hereby acknowledged, and the balance thereof in monthly installments of Thirty Two and No/100 Dollars (\$32.00), or

more, each, commencing on the First day of October, 1959, which installments shall include interest on the unpaid principal balance hereof from date until paid at the rate of seven per cent (7%) per annum, all payable at the office of the Seller, and continuing until said principal and interest have been paid. Each payment shall be credited first on interest then due; and the remainder on principal; and interest shall thereupon cease upon the principal so credited.

THE SELLER HEREBY RESERVES a right of way, with right of entry upon, over, under, along, across, and through the said land for the purpose of erecting, constructing, operating, repairing and maintaining pole lines with cross arms for the transmission of electrical energy, and for telephone line, and/or for laying, repairing, operating and renewing, any pipe line or lines for water, gas or sewerage, and any conduits for electric or telephone wires, and reserving to the Seller the sole right to convey the rights hereby reserved.

THE BUYER HEREBY AGREES, during the term of this Agreement and any extension or renewal thereof, to pay promptly when due all taxes, assessments and charges of every kind and nature now or hereafter assessed, levied, charged or imposed against or upon said realty. Upon failure by the Buyer to so pay said taxes, assessments and charges, the Seller shall have the right to pay the same, together with any and all costs, penalties and legal percentages which may be added thereto. The amounts so paid or advanced, with interest thereon at the rate of seven per cent (7%) per annum from the date of advancement until repaid, shall be secured hereby and shall be repaid by said Buyer to said Seller on demand; and failure by the Buyer to repay the same with such interest within thirty (30) days from such demand by the Seller shall constitute a default under the terms of this Agreement.

THE BUYER AGREES to keep all buildings now on, or that may hereafter be placed on, said realty insured against loss by fire to the amount required by, and in such insurance companies as may be satisfactory to the Seller, with appropriate clauses protecting the Seller's interest may appear.

THE BUYER AGREES that he will at all times during the term of this Agreement, and any extension or renewal thereof, keep said realty free of all liens and encumbrances of every kind or nature except such as are caused or created by the Seller, but he may resell on Contract any part hereof subject to terms and conditions of this agreement.

THE BUYER AGREES to keep the premises in as good a state and conditions as a reasonable amount of use and wear thereof will permit (damage by the elements excepted).

THE SELLER RESERVES the right to enter upon said realty at any time during the term of this Agreement for the purpose of examining the same. No building or improvement placed or constructed on said realty shall be removed without the written consent of the Seller.

IT IS FURTHER AGREED that time is of the essence of this Agreement, and full performance by the Buyer of all

his obligations hereunder is and shall be a condition precedent to his right to a conveyance hereunder; and should default be made (a) in the payment of any of said installments of principal or interest when the same become due, or (b) in the repayment, within thirty (30) days after demand as aforesaid, of any amount herein agreed to be repaid, or (c) in the observance or performance of any other obligation hereunder, the Seller may thereupon, at his option, enforce his rights hereunder, either by forfeiture of all the Buyer's rights under this Agreement and all interest in said realty and the appurtenances, as hereinafter provided, or by any other legal or equitable right or remedy. The Buyer agrees to pay all costs and expenses of any action commenced by the Seller to enforce this Agreement, including attorney's fees, whether such progress to judgment or not. Should the Seller elect to enforce his right of forfeiture hereunder, he may declare said forfeiture by service upon the Buyer of a written declaration of forfeiture and cancellation, or by depositing in the United States mail, postage prepaid, such written declaration, addressed to the Buyer at his last address on file with the Seller.

NO WAIVER of the breach of any of the covenants or conditions of this Agreement by the Seller shall be construed to be a waiver of any succeeding breach of the same or other covenants or conditions of this Agreement. No delay or omission of the Seller in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver thereof or acquiescence therein, nor shall the acceptance of any payments made in a manner or at a time other than as herein provided be construed as a waiver of, or variation in, any of the terms of this Agreement.

EACH PARTY AGREES that there have been no warranties or representations other than those contained herein and this agreement supercedes any and all prior agreements or oral negotiations between the parties herein, and contains the entire agreement concerning said property.

THE SELLER AGREES, within a reasonable time and subject to the terms hereof as to said time, and after Buyer's compliance with all terms and conditions hereof and upon surrender of this agreement, to execute a good and sufficient deed to said property delivered to Buyer hereunder subject only to matters of record and to the encumbrances arising out of this agreement or subject to the encumbrances not caused or created by the Seller.

THE BUYER AGREES that this agreement may be recorded and any memorandum thereof may be recorded but said agreement shall not be assigned, set over or transferred without the prior written consent of the Seller hereunder or their assignee, and any violation of the terms of the paragraph shall constitute a breach of this agreement and the Seller may at their option immediately declare the entire unpaid balance due and payable.

P.F.  
J.F.  
CAW  
MBW

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

SELLERS

Caryl S. Way

By Margaret B. Way

BUYERS

Pete Fishback

Julia Fishback

Address: 20728 Arline Str.

Artesia, Calif.

Phone Underhill 5 2867

Recorded at the request of V. C. Walker September 14, A.D. At 05 minutes past 8 A. M.

Willis A. DePaoli - Recorder