

54669

Agreement For Sale of Real Estate

Seller shall release any 40 acre parcel when one thousand dollars per 40 acres has been paid on the principal. Buyer may record this contract. Seller shall issued a grant deed and Policy of Title Insurance after 30% of the purchase price has been paid. Sellers deed to include 40 acre release clauses as specified in this contract, This contract shall be binding on the Seller, his heirs and assigns.

THIS AGREEMENT, executed in duplicate, April 10, 1969

between Itoaina Livestock, Seller

and Eugene Fox, Buyer

WITNESSETH: That the Seller, In consideration 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

hereafter referred to as "said property", described as follows: 160 acres more or less Southeast Quarter ***** Section 5, Township 30N, Range 50E

Reserving therefrom an easement of thirty feet (30 feet) along all boundaries for public highway for use in common with others, with power to dedicate, and, excepting therefrom All petroleum, oil, minerals, and products derived therefrom, within or underlying said land or that may be produced therefrom and all rights thereto. County of Eureka, State of Nevada unimproved range land as per government survey.

The price or principal sum, for which Seller agrees to sell and Buyer agrees to buy said realty is the sum of Three Thousand Two Hundred ***** Dollars (\$ 3,200.00)

lawful money of the United States, and Buyer in consideration of the premises, promises and agrees to pay to Seller said sum, as follows: Forty ***** Dollars (\$ 40.00)

upon the signing and delivery hereof, receipt whereof is hereby acknowledged, and the balance thereof in monthly installments of Forty ***** Dollars (\$ 40.00)

each or more, commencing on the 1st day of July, 1969

which installments shall include interest on the unpaid principal hereof from date until paid at the rate of Six (6%) 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, repairing, maintaining and maintaining pole lines with cross arms for the transmission of electrical energy, and for telephone lines, 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 Six (6%) 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 as his 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. That no signs, placards, signboards, or billboards of any character, or any nuisance, or any building or structure, except as herein permitted, shall be erected, placed, maintained or permitted on any part of the property herein described; and, in the event of the violation of any of these conditions, Seller may, in addition to any other rights conferred by law, remove or abate the same. THE BUYER AGREES to keep the premises in as good a state and condition as a reasonable amount of use and wear thereof will permit.

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 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, on receiving such payments at the time in the manner above described, agrees to execute and deliver to Buyer a good and sufficient deed, conveying said property, free of encumbrances except as otherwise herein provided, but subject to the following:

- (1) Any lien or encumbrance, payment or discharge of which is, under the terms of this agreement, assumed by Buyer.
- (2) Any encumbrance or lien created or suffered by Buyer.
- (3) Covenants, conditions, restrictions, reservations, easement, rights and/or rights of way of record affecting said property.

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 supersedes any and all prior agreements or oral negotiations between the parties herein, and contains the entire agreement concerning said property.

Approximate taxes \$32.00 per yr This contract to be paid in full by 1981

Above property encumbered by Seller None to be paid by Seller before deed delivery.

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

SELLER BUYER 39

Carl Edgar Delores Edgar Eugene Fox

BOOK PAGE 540

P.O. Box 889 Elko, Nevada 89801 Address P.O. Box 1371 San Francisco,

(702) 738-3232 Telephone Calif. 94101 Telephone 863-2800

STATE OF NEVADA
 COUNTY OF ELKO
 I, ANY C. JAY, Notary Public, do hereby certify that EDGAR AND DELORES EDGAR, this 10th day of June 1969, were before me and acknowledged to me that they executed the foregoing instrument as their free and voluntary act and deed.

Commission Expires Aug. 5, 1971 NOTARY PUBLIC

INDIVIDUAL ACKNOWLEDGMENT

State of California }
County of Alameda } S.S.

On this 21st day of July, 1971, before me,

JOAN VIETOR, a Notary Public in and for said _____ County,

(SEAL)

personally appeared Eugene Fox

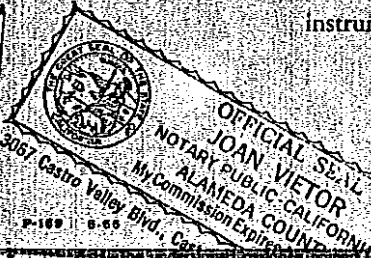
known to me to be the person... whose name... subscribed to the within instrument, and acknowledged that... he... executed the same.

WITNESS my hand and official seal.

Joan Vietor

Notary Public in and for said _____ County and State

My commission expires _____ 19____



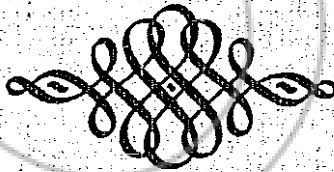
I, the undersigned, being a Notary Public in and for the State of California, do hereby certify that the foregoing Agreement, hereby approved, accepted and agreed to perform the same by the parties thereto, is the true and correct copy of the original as the same appears in my files and records.

Phone _____ Address _____

SELLER'S CONSENT

owner of the real estate described in the foregoing Agreement hereby consents to the foregoing assignment, without warranty express or implied, as to the sufficiency thereof, or as to the interest, if any, assigned thereby or as to the existence or non-existence of any prior assignment, lien, encumbrance or other disposition of said Agreement or real estate not endorsed thereon.

By _____



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RECORDED AT THE REQUEST OF Eugene Fox
on July 26, 1971, at 08 mins. past 8 A. M.
Book 39 of OFFICIAL RECORDS, page 540-541 RECORDS OF
EUREKA COUNTY, NEVADA. Thalia R. Webb Recorder.
File No. 54669 Fee \$ 4.00