

67917

LEASE WITH OPTION TO BUY

PRICE: \$9,500.00

IMMEDIATE CASH DOWN: \$1,200.00

1. This Contract is entered into on March 9, 1979, between Terry L. Finch, hereinafter referred to as Seller and Mark T. Hoekenga II and Marion H. Hoekenga, hereinafter referred to as Buyers.
2. Seller agrees to lease to Buyers certain real property fully described in paragraph 3 of this Contract for a period of one (1) year beginning April 1, 1979, for the sum of Twelve Hundred (\$1,200.00) Dollars paid in cash on the date of execution of this Contract. Seller also hereby grants to Buyers an exclusive option to buy the property described herein for the cash price of NINE THOUSAND FIVE HUNDRED (\$9,500.00) DOLLARS. This option to purchase may be exercised at any time during the lease period of this agreement. The lease amount will be applied to the purchase price and the balance due will be deposited in full in an escrow account with Title Insurance and Trust Co. of Reno, Nevada in the Seller's name.
3. Description: Certain lots, pieces or parcels of land situate in County of Eureka, State of Nevada and bounded and described as follows, to-wit:
Lots nine (9), ten (10), eleven (11), twelve (12) and thirteen (13), in Block Two (2), in the Town of Eureka, County of Eureka, State of Nevada, and all improvements thereon situate.
4. Included under terms of this contract is such personal property as follows: Gas Range, Electric Refrigerator and Franklin Fireplace.
5. Upon exercise of the purchase option of this Contract, Seller will provide to the Buyers, within sixty (60) days, a Grant, Bargain and Sale Deed to the property, and purchase a Title Insurance Policy for the purchase price in the Buyers names. As soon as Buyers receive these documents, Title Insurance and Trust Co. will release all monies owed to Seller. If Title to the property cannot be cleared, this Contract will become null and void and all monies paid to Seller will be returned to the Buyers.
6. Until exercise of the purchase option, and recordation of a new deed in the Buyers' names, the Seller will be responsible for property taxes. Upon close of escrow, proration of taxes and escrow fees will be done by Title Insurance and Trust Co. in the customary manner.
7. Seller agrees to keep Buyers and Title Insurance and Trust Co. informed of a current mailing address so that notice can be given when option to buy is exercised.
8. The Buyers agree to care for the premises and maintain them in the same order and condition in which received, ordinary wear and tear excepted.

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9. In the event of the failure of the Buyers to exercise the purchase option within the one (1) year lease period, all rights of the Buyers to purchase under this option shall terminate.
10. Upon signing of this Contract and receipt of lease money in the amount of TWELVE HUNDRED (\$1,200.00) DOLLARS, Seller will provide Buyers with a written receipt referring to this agreement.
11. This Contract will be drawn up in a recordable form and Buyers will pay recording fees.
12. Buyers agree to pay closing costs exceeding One Hundred and Fifty (\$150.00) Dollars.

BUYERS: Mark T. Hoekenga II
Marion H. Hoekenga

SELLER: Terry L. Finch

STATE OF NEVADA)
 : SS.
 County of Eureka)

On this 9th day of March, 1979, A.D. personally appeared before me, Terry L. Finch, Mark T. Hoekenga II, and Marion H. Hoekenga, who acknowledged that they executed the above instrument.



Willis A. DePaoli COUNTY CLERK
 EX-OFFICIO CLERK of the THIRD JUDICIAL COURT

67917

RECORDED AT THE REQUEST OF Mark T. Hoekenga II
 on March 9, 19 79, at 30 mins. part 4 P. M. 11
 Book 69 of OFFICIAL RECORDS, page 246-247, RECORDS OF
 EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
 File No. 67917 Fee \$ 4.00

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