

CONTRACT OF SALE

1
2 THIS AGREEMENT, made this 6th day of August, 1980 between
3 Harold and Lona L. Krabbenhoft, Husband and Wife, as Joint Tenants
4 hereinafter called the seller, and Robert J. Mackenzie, a single
5 man, General Delivery, Eureka, Nevada 89316
6 hereinafter called buyer.
7 WITNESSETH: that the seller agrees to sell and convey and that
8 the buyer agrees to purchase, all that certain plot or parcel of
9 land, with all improvements thereon, situated in Township of Eureka
10 County of Eureka, State of Nevada, more
11 particularly described as follows:
12 Lot _____ Block _____, Unit No. _____
13 or The East 55 feet of Lot 15 in Block 22, Township of Eureka,
14 County of Eureka, State of Nevada, together with all
15 improvements thereon.
16 96 payments, totaling \$ 4,884.48, total interest \$ 1431.31
17 TOGETHER: with the tenements, hereditaments and appurtenances
18 thereunto belonging or in anywise appertaining for a total purchase
19 price of Thirty Four Hundred Fifty Three Dollars (\$3,453.17) and upon
20 and 17/100-----
21 the following terms and conditions: Down payment of -0-
22 Dollars (\$) shall be made. The
23 balance of purchase price shall be made in equal monthly install-
24 ments of Fifty and 88/100----- Dollars (\$ 50.88) or more,
25 including interest at the rate of 9 % per annum. The
26 first installment shall be paid on the 1st day of August
27 19 80, and continuing installments on the same day of each month
28 thereafter, until the balance of the purchase price and unpaid
29 interest shall be paid in full. Buyer will not cause liens or
30 encumbrances to be levied against said property without the full
31 permission of the seller.
32 TAXES: Buyer agrees to pay all taxes and assessments and other
charges and encumbrances which may hereafter become due and
payable upon said property, when these amounts become payable,
and before delinquency.
IT IS MUTUALLY agreed between the parties hereto that time shall
be the essence of this contract, and if buyer shall fail to pay
any of the installments of principal or interest when due, or the

1 taxes or any other encumbrances upon said property, when due, or
2 shall in any respect breach any of the conditions of this contract,
3 then in that event, seller may upon giving to buyer a thirty (30)
4 day notice in writing of his intention, re-enter and repossess
5 said property. Seller shall have the right to declare this
6 agreement forfeited and cancelled and of no further force or effect.
7 Said notice in writing shall be given by serving the same personally
8 upon buyer, or by mailing such notice by registered mail to the
9 address of the last recorded owner. All moneys paid shall be
10 retained by seller and considered as rent for use of said property
11 or as liquidated damages for use of said property. In the event
12 that such owner corrects or cures such default or breach within
13 thirty (30) days of the mailing of such notice, or such personally
14 served notice, it shall be treated as though such breach or default
15 had not happened.

16 WHEN THE PURCHASE PRICE and any other amounts to be paid to seller
17 are fully paid as herein provided, seller will deliver to buyer,
18 a good and sufficient deed conveying said property free and clear
19 of all encumbrances made, done, or suffered by seller and a policy
20 of title insurance covering said property.

21 ALL OF THE PROVISIONS of this instrument shall inure to and bind
22 heirs, devisees, legal representatives, successors and assigns of
23 each party hereto respectively. Any buyer who is a married woman,
24 hereby expressly agrees that recourse made be had against her
25 separate property for any sums due and payable hereunder.

26 DOCUMENTARY TRANSFER TAX \$ 3.85 ~~computed on full value of proper-~~
27 ~~ty conveyed; or~~ computed on full value of liens or encumbrances
28 remaining thereon at time of transfer.

29 Robert J. Mackenzie
30 Signature of declarant or agent
31 determining tax - firm name

32 The undersigned hereby acknowledges that he (she, they) has
inspected the specified parcel prior to signing this agreement:

IN WITNESS WHEREOF, the parties hereto affix their signatures:

33 x Harold Krabbenhoft
34 Lona L. Krabbenhoft

35 Robert J. Mackenzie
36 Robert J. Mackenzie

37 STATE OF NEVADA
38 } ss

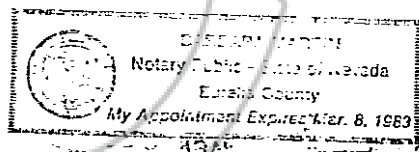
39 County of Eureka

40 On this 6th day of August AD one
41 thousand nine hundred and 60, personally appeared before me
42 Barbara Martin, a Notary Public in and for said
43 County of Eureka known (or proved) to me to be the
44 person described in and who executed this instrument, who
45 acknowledged to me that he executed the same, freely and
46 voluntarily, and for the uses and purposes therein mentioned.

47 IN WITNESS WHEREOF, I have hereunto set my hand and
48 affixed my Official Seal in the County of Eureka
49 the day and year in this Certificate first above written.

50 Barbara Martin

51 Notary Public



OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
WILLIS A. DEAGLI-RECORDER
FILE NO. 75346
FEE - \$5.00