

99182

NO. FILED COPY

MAY 24 1985

JOAN SHANGLE,
CLERK

1 No. 864

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6 IN THE SEVENTH JUDICIAL DISTRICT COURT OF THE STATE OF
7 NEVADA, IN AND FOR THE COUNTY OF EUREKA

8 * * * * *

9 IN THE MATTER OF THE ESTATE)

10 OF)

11 LETA B. BISHOP,)

12 Deceased.)

ORDER CONFIRMING SALE

13
14 EDWIN C. BISHOP, Executor of the Estate of LETA B.
15 BISHOP, Deceased, having filed his verified Petition Confirming
16 Sale to the above entitled Court praying that this Court
17 authorize the conveyance of that certain Deed pursuant to that
18 Agreement executed by EDWIN C. BISHOP and LETA B. BISHOP, husband
19 and wife, as Sellers and BRUCE D. CARLSEN and MICHELLE F.
20 CARLSEN, husband and wife, as Purchasers, which Agreement was
21 executed on the 25th day of August, 1976, a copy of which is
22 attached to this Order; the Court finding that the Petitioner
23 submitted said Deed to BRUCE D. CARLSEN and MICHELLE F. CARLSEN
24 but failed to petition this Court pursuant to N.R.S. 149.120 in
25 order to seek authorization to execute said conveyance; the Court
26 further finding that said conveyance was made pursuant to the
27 terms and conditions of that certain agreement and that at the
28 time of making said execution of Deed Petitioner would have been
29 compelled to make such conveyance pursuant to the terms of the
30 agreement pursuant to N.R.S. 149.110; good cause appearing
31 therefor

32 . . .

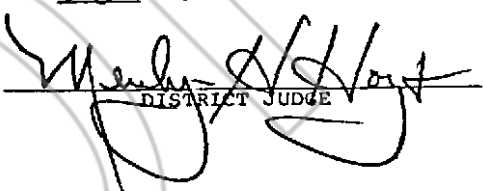
EXHIBIT "A"

BOOK 136 PAGE 31

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said
2 sale of said the real property described in that certain
3 Agreement attached hereto as Exhibit "A" be, and the same is
4 hereby, confirmed, approved and declared in all things valid; and

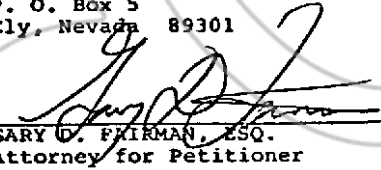
5 IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that
6 that certain conveyance made by the Petitioner by virtue of a
7 deed dated June 4, 1980, whereby the Petitioner executed the same
8 as Executor of the Estate of LETA B. BISHOP, Deceased, to BRUCE
9 D. CARLSEN and MICHELLE F. CARLSEN, husband and wife, as Joint
10 Tenants, recorded on June 4, 1980, in Book 81, Page 501, File No.
11 73893, Official Records, Eureka County, State of Nevada, be and
12 the same is hereby confirmed, approved and declared in all things
13 valid.

14 DONE IN OPEN COURT this 23 day of May, 1985.

15 
16 DISTRICT JUDGE

17 Submitted by:

18 GARY D. FAIRMAN
19 A Professional Corporation
20 P. O. Box 5
21 Ely, Nevada 89301

22 
23 GARY D. FAIRMAN, ESQ.
24 Attorney for Petitioner

COPY

AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO this 25th day of August, 1976, by and between EDWIN C. BISHOP and LETA B. BISHOP, husband and wife, of Eureka, Nevada, hereinafter referred to as Sellers, and BRUCE D. CARLSEN and MICHELLE F. CARLSEN, husband and wife, of Eureka, Nevada, hereinafter referred to as Buyers.

W I T N E S S E T H :

That the Sellers, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other and further valuable consideration to them in hand, paid by the Buyers, the receipt whereof is hereby acknowledged, do by these presents covenant and agree with Buyers as follows, to-wit:

IT IS AGREED AND UNDERSTOOD between the parties hereto that the Sellers agree to sell to the Buyers all of that certain real property situated at and within the Township of Eureka, County of Eureka, State of Nevada, and more particularly described as follows, to-wit:

Lots 3, 4, 5, 6, and the following described portion of Lot 7 of Block 14 of the Town of Eureka, Nevada: Beginning at the NW corner of Lot 7, Block 14, thence N 80° 56' E. along the north side line of Lot a distance of 52.84 feet to the NE corner of Lot 7, thence S. 14° 43' E. along the east end line of Lot 7 a distance of 12.9 feet to the point on the east end line of Lot 7, thence S. 80° 58' W. and parallel with the north side line of Lot 7 to the west end line of Lot 7, thence N. 10° 58' W. along the west end line of Lot 7 a distance of 12.9 feet to the NW corner of Lot 7, the place of beginning.

Together with the improvements situate thereon.

IT IS AGREED AND UNDERSTOOD between the parties that the

1 purchase price for the sale of said real property shall be the
2 sum of FIVE THOUSAND, FOUR HUNDRED DOLLARS AND NO CENTS (\$5,400.00)
3 bearing interest at the rate of EIGHT AND ONE HALF PER CENT
4 (8 1/2%) per annum and shall be paid for by the Buyers to the
5 Sellers strictly as follows, to-wit:

6 The sum of ONE HUNDRED, THIRTY-EIGHT DOLLARS AND TWENTY-
7 FIVE CENTS (\$138.25) shall be paid to the Sellers on the 9th day
8 of September, 1976; and that thereafter, the Buyers shall pay to
9 the Sellers the said sum of ONE HUNDRED, THIRTY-EIGHT DOLLARS AND
10 TWENTY-FIVE CENTS (\$138.25) on the 9th day of each and every
11 calendar month during the term of this agreement.

12 IT IS AGREED AND UNDERSTOOD that the said sum of ONE
13 HUNDRED, THIRTY-EIGHT DOLLARS AND TWENTY-FIVE CENTS (\$138.25)
14 shall be credited first to the payment of interest on any out-
15 standing balance due on said purchase price, and the balance of
16 said payment shall be then credited to the principal.

17 IT IS AGREED AND UNDERSTOOD that the Buyers will pay
18 all delinquent taxes now assessed against the demised property.

19 IT IS AGREED AND UNDERSTOOD that the Buyers will take
20 out and maintain a good and sufficient policy of fire insurance
21 and will assign said policy to the Sellers.

22 The Buyers warrant and guarantee that they will maintain
23 the said demised real property in as good a condition as now is,
24 reasonable wear and tear and acts of God excepted.

25 IT IS AGREED AND UNDERSTOOD that in the event of any
26 default of payment to be made when due, if said payment is not
27 made, the Sellers shall notify the Buyers in writing, sent by
28 registered mail, of said default, and if said default is not
29 corrected within thirty (30) days from the mailing of said
30 registered letter, then, and in that event, the Sellers shall have

1 the right to declare this agreement null and void and of no
2 force and effect, and the Sellers shall have the right to repossess
3 said property as in its first and former estate without any
4 legal action whatsoever.

5 IT IS AGREED AND UNDERSTOOD that in the event the
6 Buyers shall allow said property to suffer waste or neglect, and
7 do not, after written notice complaining of said waste and neglect,
8 correct the same; then and in that event, the said Sellers shall
9 have the right to declare the Buyers in default and to repossess
10 said property.

11 IT IS AGREED AND UNDERSTOOD that the Buyers shall have
12 the right to pay off the full purchase price for said property
13 including interest at any time they so desire without penalty.

14 The Sellers covenant and agree with the Buyers that when
15 said full purchase price including interest has been fully paid,
16 then and in that event, the said Sellers will deliver unto the
17 Buyers a good and sufficient Bargain and Sale Deed conveying
18 said property in joint tenancy to the Buyers.

19 This agreement shall be binding upon the heirs and
20 assigns of the parties hereto.

21 Witness our signatures this 15th day of August, 1976.

22 Edward Bishop
23 Seller

24 Leta B. Bishop
25 Seller

26 Z. H. H. H.
27 Buyer

28 William Z. Bishop
29 Buyer
30

RECORDED AT REQUEST OF
Mary Bishop
BOOK 136 PAGE 31

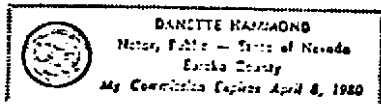
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1 STATE OF NEVADA)
2 County of Eureka) ss.

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
H.M. REGALEATI, RECORDER
FILE NO. 99182
FEE \$ 10.00

4 On August 25, 1976 personally appeared before me, a Notary
5 Public, EDWIN C. BISHOP and LETA B. BISHOP who acknowledged that
6 they executed the above instrument.

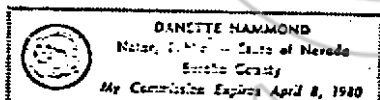
7
8 Danette Hammond
Notary Public.



13 STATE OF NEVADA)
14 County of Eureka) ss.

16 On August 25, 1976 personally appeared before me, a Notary
17 Public, BRUCE D. CARLSEN and MICHELLE F. CARLSEN who acknowledged
18 that they executed the above instrument.

20 Danette Hammond
Notary Public.



STATE OF NEVADA,)
COUNTY OF EUREKA,) ss.

I, Joan Shangle County Clerk and ex-officio Clerk of the Third Judicial
District Court of the State of Nevada, Eureka County, do hereby certify that the annexed is a full, true and
correct copy of In the Matter of the Estate of LETA B. BISHOP, Deceased, as appears
Case No. 854, ORDER CONFIRMING SALE
as of record and on file in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand officially
and affixed the Seal of said Court, at my office in the town of
Eureka, this 23 day of May, A.D. 1985



Joan Shangle County Clerk,
And ex-officio Clerk of the District Court, Eureka County.
By William Elliott Deputy
900X136 REC 556