

DOCUMENTARY TRANSFER TAX \$ 2.20
☐ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
☐ COMPUTED ON FULL VALUE OF EASEMENTS AND ENCUMBRANCES REMAINING THEREON
- AT TIME OF TRANSFER -

110764

Agreement for Sale of Real Estate

THIS AGREEMENT, made and entered into this 12th day of July, 1935.

between Ann Theresa Galbke

hereinafter called the Seller, and Frederick E. Wiseman and Lynda Wiseman,
husband and wife, as joint tenants hereinafter called the Buyer.

WITNESSETH:

The Seller, in consideration of the covenants and agreements on the part of the Buyer, hereinafter contained, agrees to sell and the Buyer agrees to buy all that certain real property in Eureka
County, State of California, described as:
Nevada

the West half of the southeast quarter of the northeast
quarter of Section 19, township 29 north, range 49 east
in the Frenchie Creek area

SUBJECT ONLY TO:

1. General and Special real property taxes for the fiscal year 19 1936, and all taxes, assessments and bonds levied or assessed subsequent to the date hereof, all of which the Buyer hereby agrees to pay before delinquency.
2. Covenants, conditions, restrictions, reservations, easements, rights, and rights of way of record, and as attached hereto (if attached), which shall be imposed by the Deed conveying the within described property pursuant to the terms and provisions of this Agreement.
3. Any encumbrance or lien of any nature suffered or incurred by the Buyer.
4. _____

The purchase price of said property, which the Buyer agrees to pay, is and shall be _____

Ten & no/100ths dollars, Dollars, in lawful money of the United States, payable as follows:

\$ 10.00 upon the execution and delivery of this Agreement, the receipt of which is hereby acknowledged by the Seller.

\$ 0 being the unpaid balance due under the terms of item No. 4 above, which the Buyer hereby assumes and agrees to pay, in accordance with its terms.

\$ 0, together with interest thereon from _____ at the rate of

0 per cent per annum; principal and interest payable in monthly install-

ments of \$ 0, or more, on the _____ day of each _____

month, beginning on the 0 day of _____, 19____, and continuing until said sum and interest thereon have been fully paid.

Each payment shall be credited first to the payment of any interest due the Seller, second to the payment of any advances made by the Seller for the Buyer's account, and third to the payment of the principal balance due the Seller, and interest shall thereupon cease upon the principal so credited.

The Buyer agrees to keep all buildings now on, or that may hereafter be placed on said property, insured in the name of the Seller against loss by fire in an amount not less than the fair replacement value thereof, and in no event for less than \$ _____, the policies to be in a form and in a company or companies satisfactory to the Seller, and the Seller may require that the Buyer deposit said policies with him.

No building or improvement placed or constructed on said property shall be removed without the written consent of the Seller.

The Seller may advance money to or on behalf of the Buyer for the purpose of assisting him in complying with the terms of this agreement, or for the benefit of the property or the Buyer, and Buyer agrees that such advance shall become a portion of the balance due under the terms of this Agreement, shall bear interest from the date of advance at the rate herein provided and shall become due upon demand unless otherwise agreed in writing.

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Time is the essence of this Agreement, and if default is made in the payment of any installment due on the purchase price, or in the payment of any other sums due hereunder, or in compliance with any of the terms and conditions herein set forth, then the entire balance under the terms of this Agreement shall become immediately due, at the option of the Seller, and the Seller, without demand or notice of any kind, may re-enter and take possession of all of said property, and remove all persons therefrom and may retain all moneys theretofore paid by the Buyer, as rent, compensation, and liquidated damages.

The Seller agrees that at such time as Buyer has paid to Seller the purchase price herein named, plus advances, if any, together with all interest accrued under the provisions hereof, less therefrom the unpaid balance secured by any mortgage or deed of trust hereinbefore described, and the Buyer shall have complied with all of his obligations hereunder, or at an earlier date, at the option of the Seller, to deliver to the Buyer a good and sufficient Deed, conveying said property to the Buyer, subject only to those matters hereinbefore set forth, and to furnish at his expense a standard form Policy of Title Insurance with a liability equal to the sale price, written by Land Title Insurance Company.

The Buyer agrees, in the event the Seller elects to convey title prior to receipt of the entire balance due him, to execute a Note or Notes, together with a Deed of Trust describing said property, securing each such Note, in a total principal sum equal to the then unpaid balance, due hereunder, providing the interest rate and the total payments due thereunder shall not exceed the amounts payable under the terms of this Agreement.

It is understood and agreed by all parties hereto that all payments due the Seller, hereunder, shall be made at the Office of Land Title Insurance Co., which is hereby designated as Collection Agent, and that the delivery of the Deed and other documents hereinbefore set forth, shall be handled by the Escrow Department of said Company, and the respective parties hereto shall pay the usual Buyers and Sellers charges, in connection therewith.

It is understood and agreed that the Buyer has inspected the hereinbefore described property and purchases said property relying on said inspection, and that the Seller is not responsible or liable for any inducement, representation, agreement, condition, or stipulation not set forth herein.

In this instrument the masculine shall include the feminine, the singular number shall include the plural, and the words Seller and Buyer shall include the respective successors in interest of each, **SEAL** context so requires. **Affixed**

Executed by the parties hereto the day and year hereinbefore first set forth.

SELLERS

Ann Theresa Gelbke
440 N. Madison Ave. 312
Pasadena, Calif. 91101

BUYERS

Frederick E. Wiseman
Frederick E. Wiseman and
Lynda Wiseman, husband & wife,
as joint tenants.

Address Below is and the person's address 17630 N.E. 134th Pl.
Redmond, Washington 98052
FREDERICK W. JACKSON, Notary Public - California
LOS ANGELES COUNTY
SHORN AND SUBSCRIBED BEFORE ME THIS
22ND DAY OF JULY 1955.
STATE OF WASHINGTON, COUNTY OF KING

RECORDED AT THE REQUEST OF

Frederick E. Wiseman

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OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.N. REALEAST RECORDER
FILE NO. 110764
FEE \$ 6.00

ALABAMA

Continued

Title Insurance

Land

Agreement for Sale

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