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AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of ~~November~~ ^{December}, 1987, between JERRY LAVERNE MACHACEK, and TRENA LYNN MACHACEK, husband and wife, of Eureka, Nevada, hereinafter called Sellers, and WILLIAM D. MILES, of Dayton, Nevada, hereinafter called Buyer,

WITNESSETH:

That the Sellers, for and in consideration of the sum of Twenty-Five Hundred (\$2500.00) dollars, to them in hand paid by the Buyer, the receipt whereof is hereby acknowledged, and the further keeping of all of the covenants and provisions of this Agreement on the part of the Buyer to be kept and performed, do hereby covenant and agree with the Buyer, as follows, to-wit:

IT IS AGREED AND UNDERSTOOD between the parties hereto that the Sellers will sell unto the Buyer all of the following described real property situated in the town of Eureka, Nevada, and more particularly described as follows:

All of Block 113 of the Town of Eureka, County of Eureka, State of Nevada, which is known as the Morris Mill Site, Survey No. 169B, containing 4.90 acres, more or less.

That the purchase price to be paid by the Buyer to the Sellers is the sum of Twenty Five Thousand (\$25,000.00), payable as follows, to-wit: The sum of Twenty-Five Hundred (\$2500.00), dollars, as a down payment, payable on the execution date of this Agreement. That thereafter the Buyer agrees to pay to the Sellers

1 on the ____ day of November, 1988, the sum of Twenty-Five Hundred
2 (\$2500.00) dollars, plus interest to be computed at the rate
3 of Ten (10%) percent per annum, on any unpaid balance of the
4 purchase price owed by Buyer to Sellers, and that thereafter
5 the Buyer agrees to pay to Sellers on the ____ day of November
6 of each calendar year thereafter, the sum of Twenty-Five
7 Hundred (\$2500.00) dollars, plus interest to be computed at the
8 rate of Ten (10%) percent per annum, on any unpaid balance of the
9 Purchase price owed by Buyer to Sellers, until the said purchase
10 price of Twnty Five Thousand (\$25,000.00) dollars, plus interest
11 as aforesaid has been fully paid.

12 IT IS FURTHER AGREED AND UNDERSTOOD that the Buyer shall have
13 the right to pay off said purchase price at any time he shall so
14 desire, without penalty of any kind whatsoever, and the Sellers
15 agree that upon receipt of the full purchase price, plus interest
16 as aforesaid, to immediately furnish to Buyer, a good and
17 sufficient Bargain and Sale Deed, conveying title to said property
18 from Sellers to Buyer.

19 The Buyer agrees to make all payments promptly when due,
20 directly to Sellers at their mailing address of Box 239, Eureka,
21 Nevada, or such other address as the Sellers shall notify
22 Buyer, as the address to make such payment.

23 The Sellers agree to have a title search and to furnish
24 title insurance to Buyer, concerning the demised property, and
25 both Sellers and Buyer agree to pay half and half of the costs
26 of said title search and title insurance.

27 The Buyer covenants and agrees with Sellers, to hold
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1 said Sellers harmless against any claim, suit or action that
2 might be occasioned by negligence on the part of Buyer,
3 concerned with said property, during the term of this Agreement.

4 In the event of failure on the part of the Buyer to make
5 any payment of principal or interest when due, and as called
6 for in this Agreement, the Sellers shall have the right to notify
7 the Buyer of said non-payment, in writing, and the Buyer after
8 said notification in writing of said non-payment, shall have
9 a period of twenty(20) days to correct and make such payment.

10 In the event said payment is not made after such notification
11 and time, the Sellers shall have the right to declare the Buyer
12 in Default and to declare this Agreement as being null and void,
13 and Sellers shall have the right to reenter upon said demised
14 property, without legal action, and to repossess said property
15 as in its first and former estate, and all sums of money hereto-
16 fore paid by Buyer to Sellers shall remain the property of the
17 Sellers as rent and liquidated damages.

18 This Agreement shall be binding upon the heirs, successors
19 and assigns of the parties hereto.

20 IN WITNESS WHEREOF, we have hereunto set our hands the day
21 and year first above in this instrument written.

22 Jerry S. Macdonald
23 Shirley L. Macdonald
24 Sellers
25 William J. Smith
26 Buyer

26 STATE OF NEVADA)

27 COUNTY OF EUREKA) ss

28 On this 21st day of December, 1987, personally appeared before

1 me, a Notary Public, in and for said County and State, JERRY
2 Laverne Machacek, Trina Lynn Machacek, and William D. Miles,
3 known to me, and who executed the foregoing instrument.

4 WITNESS MY HAND AND OFFICIAL SEAL, the day and year first
5 above in this certificate written.

6 *Glady Goicoechea*
7 Notary Public



12 William Miles
13 Box 209
14 Dayton, NV 89403

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DOCUMENTARY TRANSFER TAX \$	27.50
<input checked="" type="checkbox"/> COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR	
<input type="checkbox"/> COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING THEREON	
AT TIME OF TRANSFER	
UNDER PENALTY OF PERJURY	
Signature of declarant or agent determining tax - true name	

22 RECORDED AT THE REQUEST OF
23 *William Miles*
24 BOOK 175 PAGE 52

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26 OFFICIAL RECORDS
27 EUREKA COUNTY, NEVADA
28 M.N. RESALFATI, RECORDER
FILE NO. 8.00 117475