

121068

## Agreement for Sale of Real Estate

This Agreement made and entered into this 29th

day of August, 1988, between William D. and Angela L. Miles

hereinafter called "sellers,"

and Dale Wilhorn

hereinafter called "buyer,"

**Witnesseth:** That the seller<sup>s</sup>, in consideration of the covenants and agreements on the part of the buyer hereinafter contained, agree<sup>s</sup> to sell and convey to the buyer and the buyer agree<sup>s</sup> to buy, all those certain lots piece or parcel of land situate in Eureka Townsite

County of Eureka State of Nevada

bounded and described as follows, to wit:

Lots 11 and 12 Block 72 Town of Eureka, according to the official map file #120327, filed in the office of the County Recorder, Eureka County, State of Nevada.

A easement of 20 feet following along the north side of lot 11 is to remain for any vehicle access to lots 12, 11, and 10 of block 72.

Also the current location of the manufactured home on lot 10 of block 72 is to remain in its current location even if part of it may be on lot 11 block 72. If at any time the home is moved it may only be placed back on lot 10 of block 72 in its surveyed boundaries.

15.90	
RECEIVED BY TRANSFEREE	DATE OF RECEIPT
RECEIVED BY FULLY PAID	DATE OF RECEIPT
AT TIME OF TRANSFER	
Signature of agent	
defined as agent	

BOOK 183 PAGE 203

together with the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, for the sum of \$11200. (Eleven Thousand Two Hundred)

dollars, lawful money of the United States.  
And the buyer in consideration of the premises, agree to pay to the seller  
the said purchase price of \$11200. (Eleven Thousand Two Hundred)  
dollars, together  
with interest as hereinafter provided, in manner following:

\$249.15 payments per month for five years; until  
\$11200 is paid with 12% for interest per year. Payments  
to commence September 1st 1988.

Any failure on the part of the buyer to met this obligation  
on the payment due date will null and void this contract.

The sum of dollars  
upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance  
of said purchase price, to wit:

dollars, in Monthly  
installments as follows: \$249.15

the sum of \$249.15 dollars,

or more, on the 1st day of September, 1988, and

the sum of \$249.15 dollars,

or more, on the 1st day of each and every Month for 5 years

thereafter until the purchase price and all interest as herein provided is fully paid

(A ten day grace period for mailing will be allowed for the  
sending of payments. Again if the buyer defaults on one  
payment any monies paid to the sellers will be considered  
rents and this contract will become null and void.)

provided that said purchase price and all interest on unpaid balances, as herein provided, shall  
be fully paid on or before the 1st day of October, 1993.

All unpaid balances of said purchase price shall bear interest at the rate of 12%  
percent per year from the date hereof until paid, and the buyer agree to pay  
said interest on the day of

Monthly payments for principal and interest.

all payments of principal and interest hereunder to be made until further notice at

P. O. Box 209, Dayton, Nevada 89403.

The buyer further agree to pay all state, county, city and county, and municipal  
taxes and assessments on said above described premises, of every nature whatsoever, levied,  
assessed, or accruing after the date hereof. The buyer also agree to keep the im-  
provements on said land insured for at least the sum of \$ Buyers discretion  
payable in case of loss to the seller and should buyer fail to pay any taxes or  
assessments as herein provided, or fail to keep said property insured, seller may, at  
option, from time to time, pay all or any of said taxes and assessments agreed herein to be paid  
by buyer, and obtain such insurance, and buyer agree to repay to seller, on  
demand, the amount of all moneys paid out by seller on account of such taxes, assessments,  
or insurance, together with interest thereon from date of payment until repaid, at the rate of  
percent per annum.

It is further understood and agreed that if the buyer shall fail for a period of  
after the same shall be due under the terms of this agreement to pay to the seller any of the  
sums herein agreed to be paid by the buyer either as installments on account of principal,  
or as interest, taxes, assessments, or to procure insurance, or shall fail to comply with any of the  
covenants on part to be kept and performed, then the seller shall be  
released from all obligation in law or equity to convey said property, and the buyer shall  
forfeit all right thereto, and any and all payments theretofore made by the buyer under  
this agreement shall be considered as rent and compensation for the use and occupancy of said  
premises, and be retained by the seller.

The seller hereby agree that when the said purchase price and all other amounts  
to be paid to seller are fully paid as herein provided, sellers will execute and  
deliver to the buyer a good and sufficient deed conveying said real property free and clear  
of all encumbrances made, done, or suffered by the seller.

The terms, conditions, and covenants of this agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, and assigns of the respective parties hereto, but no assignment or transfer by the buyer ..... of the contract, or of ..... interest in the property described herein, shall be valid, unless the same be made with the written consent of the seller .....

Date	Amount Paid	Paid on Interest	Paid to Interest	Account Principle	Balance on Principle	Received by
12-5 SEPT-1	\$2800.00 \$249.15					Bill Smith " "

Time is of the essence of this agreement.

**In Witness Whereof** the parties hereto have executed these presents in duplicate the day and year first above written.

If the sellers fail to receive any payment within ten days of due date of the 1st of any month this contract shall become null and void. Any monies paid to the sellers if there is a default will be considered as rent and no refunds shall be made. If this does occur sellers shall take possession of the

*[Signature]*  
Sellers  
*Angelita Miller*  
*Del Wilson (Mum)*  
Buyer

This document is only a general form which may be subject to change in any particular case. It is not intended to be used in any specific transaction without the advice of a lawyer.

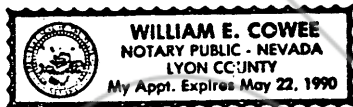
property on the 1st of the month following the default.

SELLERS NOTARY

STATE OF NEVADA

COUNTY OF LYON

*William E. Cowee*  
Notary Public



RECORDED AT THE REQUEST OF  
*Mario Wilborn*  
BOOK PAGE  
183 203  
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OFFICIAL RECORD  
CLERK COUNTY NEVADA  
H.N. REGALATI  
FILE NO. 121068  
Fees 8.00

BOOK 183 PAGE 206