

135885

A Agreement For Sale of Real Estate *Setup 12-28-83*

—20— acres more or less as per survey, less highway easement.
ADDITIONAL IMPORTANT BUYER INFORMATION ON THE BACK OF THIS DOCUMENT.

This agreement, executed in duplicate, —December 12—, 1983, between Burton Bergeron and Barbara Bergeron, his wife,
Seller and X
herein (whether one or more) called "Buyer", and taking title as

Joint Tenants with Right of Survivorship Sole and Separate Property

Buyer agrees to purchase from Seller and Seller agrees to sell to Buyer for the amounts and upon the terms and conditions herein set forth, the following described unimproved real property situated in the County of Lureka, State of Nevada:

**17.07 acres is the net acreage minus the highway easement,
S $\frac{1}{2}$ W $\frac{1}{2}$ Government Lot 12, Section 13, Township 23N, Range 52 E.**

Reserving therefrom unto Seller, their successors and assigns, for public roadway, transmission and utility purposes, a perimeter easement thirty (30) feet in width measured inward from, and the interior boundary of said easement running parallel to, each of the exterior boundaries of the property herein described.

Subject to all taxes and assessments and to all conditions, covenants, easements, exceptions, reservations, restrictions, rights and rights of way, and to all of the same existing upon and/or of record, and further subject to all Federal, State, County, District and local laws, ordinances, regulations, zoning, codes and the like as the same now exist and as may be hereafter established or amended.

Subject to a reservation of all geothermal, hydrocarbon, petroleum, gas, oil and other minerals and products derived therefrom within or underlying said land or that may be produced therefrom and all rights therein, **Seller is not retaining any mineral rights.**

The purchase price of the property, for which Seller agrees to sell and Buyer agrees to buy said realty is the sum of

Cash price	Dollars \$	9800 ⁰⁰
less 1/3 of the United States, and Buyer in consideration of the premises, promises and agrees in pay to Seller said sum, as follows		
Total downpayment	Dollars \$	300 ⁰⁰
upon the signing and delivery hereof, receipt whereof is hereby acknowledged,		
and the balance thereof in 239 Monthly Installments of	Dollars \$	86 ⁰⁰
Unpaid balance of cash price - Amount Financed	Dollars \$	9500 ⁰⁰
FINANCE CHARGE	Dollars \$	1101 ³¹
Total of payments	Dollars \$	2051 ³¹
Deferred payment price	Dollars \$	2081 ³¹
ANNUAL PERCENTAGE RATE (Interest Rate)		7 ²⁵

Monthly payments shall commence on January 15 of 1984 and shall be due on the same day of each month thereafter until paid in full. Interest is to be deducted from each payment and the balance to be applied upon the then unpaid principal. All payments payable in U.S. funds. All payments shall be made to Seller at the address shown below or such other address as may be hereafter designated by Seller. There will be no "late charges", "service charges", "closing costs" or any other charges or costs due on this contract.

Upon Buyer's timely payment in full and compliance with the terms hereof, Seller will deliver to Buyer a Grant, Bargain and Sale Deed conveying subject property free of encumbrances except as herein referred to and excepting any encumbrance created or suffered by Buyer.

Tax estimate: \$ —20.00— (Based on taxes for year 1983—)

During the time of this contract Seller shall pay all real estate taxes as they become due and bill Buyer for Buyer's pro rata share based on the number of acres sold to Buyer. Buyer shall not be billed for taxes for at least one year from the date of this contract.

It is further agreed that time is of the essence of this Agreement, and full performance by the Buyer of all his obligations hereunder is and shall be a condition precedent to his right to a conveyance hereunder and should Buyer fail to make any payment when due or to perform timely any covenant or condition hereof, or should the Buyer suffer to permit the filing of any liens or encumbrances against the property without Seller's consent, Seller may terminate all of Buyer's rights hereunder. Termination by Seller shall be subject to the expiration of a default period of 30 days and a forfeiture period of 30 days for a total of 60 days pursuant to written notices of default and forfeiture mailed to Buyer hereunder and all right, title and interest of Buyer in and to the subject property together with appurtenances and improvements, if any, and forthwith to surrender to Seller peaceable possession of the property. Notice to Buyer shall be deemed as properly given when mailed, postage prepaid, via regular mail to Buyer's address as appearing on the records of Seller. Buyer will timely notify Seller in writing of any change of address. In the event of failure of Buyer to pay any installment when due the only right of Seller arising thereunder shall be that of termination of this Agreement and retention of all sums previously paid. In consideration of the limitation of Seller's rights hereunder, Buyer agrees that all sums paid under this Contract shall be retained by Seller in the event of Buyer's failure to make payments.

It is specifically understood and agreed by Buyer that Seller herein shall have no responsibility, obligation or liability to Buyer, Buyer's assigns, transferees or any person, Governmental entity, or entity to construct or maintain any roadway easements serving the subject property or provide for any utilities including electrical, telephone, gas, water, sewer, fire protection or the like to serve said property, and Buyer specifically hereby agrees to indemnify and save the Seller harmless from the same. Buyer accepts the property "as is" without warranty or representation as to quality, quantity or availability of water or sewage disposal. The intent of the foregoing provisions may be incorporated within any Deed to which the Buyer may be entitled from the Seller.

This Agreement shall be construed according to the laws of the State of Nevada. This Agreement shall be binding upon and inure to the benefit of, as the case may be, the heirs, devisees, administrators, executors, successors and assigns of each of the parties hereto.

Contract voidable at seller's election if not returned to seller at addresses shown below by December 24, 1983. Buyer will receive a full refund of all money paid to seller if buyer requests a refund and cancellation of this contract in writing within 3 months of the above contract date.

Each party agrees that there have been no warranties or representations other than those contained herein and this Agreement supersedes any and all prior agreements or oral negotiations between the parties herein, and contains the entire agreement concerning said property. Buyer hereby acknowledges receipt of a copy of this entire Agreement, in witness whereof the parties have executed this Agreement the day and year first above written.

Seller
Burton Bergeron
Barbara Bergeron

Buyer
X Daniel B. Lloyd
X Claudia J. Lloyd

Address Burton & Barb Bergeron
Phone 702-358-1415
1460 Shadow Lane
Sparks, NV 89431

Address P.O. Box 13410
Las Vegas, NV 89112

Seller has received an approval from the Planning Commission of Eureka County of a PARCEL MAP prepared by Desert Mountain Surveying Company. There is a highway easement on the land, and excluding this easement area, the net acreage is 17.07 acres.

STATE OF Nevada)
COUNTY OF Essex) ss

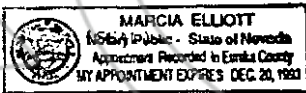
The foregoing instrument was acknowledged before me this 15th
day of December, 1991 by Kimberly and Barbara
Dargatzis



Shannon L. Amirkson
Notary 12/15/91

STATE OF Nevada)
COUNTY OF Eureka) ss

The foregoing instrument was acknowledged before me this 7th
day of January, 1991 by Darrel B. Lloyd
and Claudia J. Lloyd



Marcia Elliott
Notary

"Notice to Purchaser

You are entitled to rescind this agreement for any reason within five days from the day you actually receive a legible copy of this document signed by all parties. Such rescission must be in writing, and mailed to the subdivider or his agent or the lender at the address stated in this document. Upon rescission, you will receive a refund of all moneys paid."

The above statement may be required by State or Federal Laws, however, there may be an unconditional 3 month money back provision in the attached contract.

SUBDIVISION LAW REQUIREMENT SB120

NEVADA REVISED STATUTES REQUIREMENT - 1979

In June, 1979, a law was signed into effect that:

"before the intending purchaser signs any binding agreement, disclose to him in writing by a separate document signed by the intending purchaser that the city, county, school district and special districts are not obligated to furnish any service, specifically mentioning fire protection and roads, to the land so divided, and that any public utility may be similarly free of obligation."

Buyer hereby signs and acknowledges that he has read the above notice and laws.

Buyer's Signature:

X *Daniel D. Floyd*
Baudette J. Floyd

Return one copy to seller.

**BERGERON FARMS
P.O. Box 24
Baudette, Minnesota 56623
Phone (218) 634-1189**

BOOK 219 PAGE 340

EURONA COUNTY, MN
FILE NO. 135685
FEE \$ 7.00

BOOK 219 PAGE 338
RECORDED IN BOOK OF
Daniel D. Floyd
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