

This Agreement is made on November 15, 1991, between PABLO HERNANDEZ, P.O. Box 429, Eureka, Nevada, 89316, the party of the first part, and TAMMY L. OTTLEY; TILLIE L. WRIGHT, P.O. Box 578, Eureka, Nevada, 89316, the party of the second part.

The party of the first part agrees to sell to the party of the second part: 1979 Broadmore Mobile Home #133847 for the sum of \$11,000, (Eleven Thousand Dollars and no one hundreds), in consideration for value received of \$1.00 (one dollar).

The party of the second part agrees to purchase from the party of the first part: 1979 Broadmore Mobile Home #133847 for the sum of \$11,000, (Eleven Thousand Dollars and no one hundreds), in consideration for payment of \$1.00 (one dollar). The party of the second part agrees to pay the party of the first part the sum of \$11,000 in 31 installment payments of \$350.00 and a final installment payment of \$150.00. The installment payments shall commence on the 1st day of December, 1991 and on the first day of each month thereafter until said sum of \$11,000 is paid in full. In consideration of the above mentioned sums, party of the first part agrees not to charge the party of the second part interest on this installment agreement.

The party of the second part agrees to deposit the said installments into the bank account of the party of the first part at the First Interstate Bank of Eureka, Nevada, 89316. Account number being [REDACTED]. Or, at any other account and any other bank as may be mutually agreed to by both parties.

In additional consideration both parties agree to the following stipulations:

Hereinafter, the party of the first part shall be known as the "Seller" and the party of the second part shall be know as the "Buyer".

Whereas, title to the said mobile home is held by the First Interstate Bank of Elko, Nevada, Title to said mobile home will be conveyed to the Buyer by the Seller when the agreed upon sum of \$11,000.00 is paid in full.

The Buyer agrees that in the event the Buyer defaults on any of the installment payments when due and owing, the Seller can, upon ten (10) days written notice to the Buyer, or his counsel, if represented, apply to the court to enter execution of this agreement for the full amount of \$11,000.00 plus costs, less the credited amount paid by the buyer before such default. In the event of default by the Buyer, possession of the 1979 Broadmore Mobile Home #133847 shall revert to the Seller upon demand. At the option of the Seller, should the buyer default, the Seller may allow the Buyer to continue to occupy the premises on a rental basis for the sum of \$350.00 per month plus any and all lot fees which may be in effect at the time. Said payment of \$350.00 per month shall be payable on the first day of each month.

This Agreement shall be subordinate to the Lien of any existing Mortgages or Deeds of Trust until such time as any existing Mortgages or Deeds of Trust are completely satisfied.

This Agreement shall extend to and be binding upon successors, heirs, or assigns of the parties. Any assignment of this agreement must be made by mutual agreement in writing. The Buyer may not sub-lease said mobile home while this Agreement is in effect.

Buyer shall take and purchase said mobile home "as is" and Buyer hereby waives any warranty, express or implied, of suitability, habitability or fitness of said mobile home for any reason. Buyer is responsible for the cost of any repairs which may arise out of any wear and tear or damage to said mobile home.

Buyer agrees to pay all taxes or similar charges, including, but not limited to, personal property tax as related to said mobile home.

Buyer shall obtain and keep in full force and effect casualty, general, and comprehensive liability insurance as coverage on said mobile home until such time as title is conveyed to Buyer.

Buyer waives and releases any claims buyer may now or hereafter have against seller for loss, damage or injury to any person or property sustained by Buyer, Buyer's guests or invitees or anyone claiming by, through or under Buyer resulting from any cause whatsoever.

No failure by the Seller to insist upon the strict performance of any term, covenant, or agreement contained in this agreement, no failure by the seller to exercise any right or remedy under this agreement, and no acceptance of full or partial payment during the continuance of any default by the Buyer, shall constitute a waiver of any such term, covenant or agreement or a waiver of any such right or remedy or a waiver of any such default by the Buyer.

In the event of any dispute arising under the terms of this Agreement, or in the event of non-payment of any sums arising under this Agreement, and in the event the matter is turned over to an attorney, the prevailing party in such dispute shall be entitled, in addition to other damages or costs, to receive reasonable attorney's fees from the other party.

This Agreement constitutes the final and complete expression of the parties' agreements with respect to the subject matter hereof and each party agrees that it has not relied upon or regarded as binding any prior agreements, negotiations, representations or understandings, whether oral or written, except as expressly set forth herein.

No amendment or modification of this Agreement and no approvals, consents or waivers by Seller under this Agreement shall be valid or binding unless in writing and executed by the party to be bound.

This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

In witness whereof, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

BUYER(S)

Tammy L. Ottley
Tammy L. Ottley


Tillie L. Wright
Tillie L. Wright
P.O. Box 578
Eureka, NV 89316

Dated: _____

Paul Hernandez
Paul Hernandez

P.O. Box 429
Eureka, NV 89316

Dated: _____

 **GLADY GOICOECHEA**
Notary Public - State of Nevada
Appointment Recorded in Eureka County
MY APPOINTMENT EXPIRES OCT. 28, 1994

Gladys Goicoechea
SELLER(S)

Signed under oath, before me, Mr. Paul Hernandez, this 14th day of November, 1991

Paula Orsini
Notary Public
My Commission Expires: 5/31/92

BOOK 228 PAGE 188
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Tillie Wright
'91 DEC -3 P2:44

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. 138503
FEES \$ 7.00

*Sworn and Subscribed to
before me this 25th day
of November, 1991 by Tillie Wright.
Joan Shangle.*

 **JOAN SHANGLE**
Notary Public - State of Nevada
Appointment Recorded in Eureka County
MY APPOINTMENT EXPIRES DEC. 20, 1993

BOOK 228 PAGE 190