

AGREEMENT FOR SALE OF REAL ESTATE

155318

THIS AGREEMENT made the 23rd day of September, 1994,

between JIM NEUENSWANDER of P. O. Box 790, Eureka, Nevada 89316

County of Eureka, State of Nevada, Party of the first

part, and WILLIAM E. GERGEN and EFFIE M. GERGEN, husband and wife,

370 Parker Avenue, Ely, Nevada 89301, Parties of the second part,

WITNESSETH:

THAT the parties of the second part, in consideration of

the covenants on the part of the party of the first part, herein-

after contained, agree to sell and convey unto the parties of the

first part, and the party of the first part agrees to buy all that

real property situate in the location at 10126 O'Neil Street,

Eureka, County of Eureka, State of Nevada, and bounded and parti-

cularly described as follows, to-wit:

Beginning at the SW corner of Block seventy, thence

N. 81°27'W, a distance of 81.36 feet to the SE corner

of Block seventy, thence N. 80°33'W, along the east side

line of Block seventy, a distance of 75 feet to a point,

thence S. 81°27'W, a distance of 15 feet to a point,

thence S. 81°27'W, parallel with the south end line of

of Block seventy to a point on the W. side line of Block

seventy, thence S. 20°30'W, a distance of ninety feet

along the west side line of Block seventy to the SW

corner of Block seventy, the place of beginning. The

property includes a house and improvements.

For the sum of Twenty Five Thousand Dollars (\$25,000.00),

Lawful money of the United State of America; the party of the first

part, in consideration of the premises, agrees to pay to the

parties of the second part the aforesaid sum, at the times and in

the manner following, to-wit:

1. At the signing of this Agreement a down payment in

sum of TWO THOUSAND DOLLARS (\$2,000.00) shall be

paid to second parties.

2. Commencing on or before October 15, 1994, to pay

Five Hundred Dollars (\$500.00), and a like install-

ment on or before the fifteenth day of each and

every month thereafter until said principal and

interest is paid in full. In the event of unemploy-

ment of first party and a prior notice of two (2)

weeks prior to payment date, a payment of Two Hundred

Dollars can be made until such time of unemployment

is ended.

3. Monthly payments hereinafter agreed to shall include

interest at the rate of Five (5%) percent per annum.

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DONNIE NEUENSWANDER (son) and  
JIMMIE NEUENSWANDER (father)

names of the son of the Party of the First Part, Namely:

Said Deed is to be made with title and ownership residing in the

cumbrances made, done or suffered by the Parties of the Second Part.

deed conveying said property free and clear of all liens and en-

deliver to Second Party, his heirs or assigns, a good and sufficient

the times and in the manner above mentioned, agree to execute and

Second Parties, on receiving such payment in full, at

retained by Second Parties.

and compensation for the use and occupancy of said premises and be

and all moneys theretofore paid hereunder shall be treated as rent

party, and Party of the First Part shall forfeit all right thereto

released from all obligation in law or equity to convey said pro-

by Party of the First Part, Parties of the Second Part shall be

In the event of a failure to comply with the terms hereof

ment is forfeited by Party of the First Part.

become a part and parcel of this agreement in the event this agree-

Any improvements made to the property and building shall

with equity.

such insurance. Any insurance proceeds are to be paid in accord

ments, and shall furnish Party of the Second Part with a copy of

force insurance for the replacement cost of the house and improve-

Party of the First Part agrees to obtain and keep in

until paid in full.

described. The property shall be kept free and clear of liens

ever nature which are or may become due on the property above

pay all state, county and municipal taxes or assessments of what-

of this Agreement. After that date Party of the First Part shall

Second Parties due and payable up to the time of the signing

All taxes and liens on the property shall be paid by

There shall be no prepayment penalty.

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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*William E. Gergen*  
94 SEP 27 PM 2:06

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IN WITNESS WHEREOF, I have hereunto set my hand and  
affixed my official Seal, the day and year first written above.  
*Notary Public, County of EUREKA*  
State of Nevada

EUREKA COUNTY NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. **15531** FEES \$9.00

On this 23rd day of September, 1994, personally appeared  
before me, a Notary Public, WILLIAM E. GERGEN and EFFIE M. GERGEN,  
husband and wife, known to me to be the persons described in and  
who acknowledged, each for him or her self, that they executed the  
foregoing instrument, freely, voluntarily, and for the uses and  
purposes therein mentioned.

STATE OF NEVADA  
APPT. EXP. Dec. 1, 1997  
DONNA FREDRICK  
NOTARY PUBLIC - STATE OF NEVADA  
White Pine County - Nevada

On this 23rd day of September, 1994, personally appeared  
before me, a Notary Public, JIM NEUENSWAADER, known to me to be  
the person described in and who acknowledged that he executed the  
foregoing instrument, freely, voluntarily, and for the uses and  
purposes therein mentioned.

On this 23rd day of September, 1994, personally appeared  
before me, a Notary Public, JIM NEUENSWAADER, known to me to be  
the person described in and who acknowledged that he executed the  
foregoing instrument, freely, voluntarily, and for the uses and  
purposes therein mentioned.

On this 23rd day of September, 1994, personally appeared  
before me, a Notary Public, JIM NEUENSWAADER, known to me to be  
the person described in and who acknowledged that he executed the  
foregoing instrument, freely, voluntarily, and for the uses and  
purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and  
affixed my official Seal, the day and year first written above.

IN WITNESS WHEREOF, the parties hereto have executed  
these presents the day and year first above written.

Part.  
Time is of the essence of this Agreement.  
IN WITNESS WHEREOF, the parties hereto have executed  
these presents the day and year first above written.

It is understood the stipulations aforesaid are to  
apply to and bind the heirs, executors, administrators, and assigns  
or the respective parties, but no assignment of this contract shall  
be valid without the written consent of the Parties of the Second  
Part.

Under penalty of perjury, I hereby declare that the above statements are correct to the best of my knowledge based upon the information available to me in the documents contained in the escrow title.		Under penalty of perjury, I hereby declare that the above statements are correct.	
Signature of Declarant		Signature of Declarant <i>William E. Gerger</i>	
Name (Please Print)		Name (Please Print) William E. Gerger	
Address		Address 370 Parker Avenue	
City, State, ZIP		City, State, ZIP Elko, NV 89301	
Escrow Number		Escrow Number	
Firm Name		Firm Name	
Address		Address	
City, State, ZIP		City, State, ZIP	

ESCROW HOLDER

INDIVIDUAL

If exempt, state reason. NRS 375.056, Section 2

Full Value of Property Interest Conveyed	\$ 25,000
Less Assumed Liens & Encumbrances	-
Taxable Value (NRS 375.018, Section 2)	\$ 25,000
Real Property Transfer Tax Due	\$ 32.50

Recording Date 9/27/94 Book 276 Page 002 Instrument / 155318

DECLARATION OF VALUE