

AGREEMENT

THIS AGREEMENT made and entered into this 7 day of August 1995, by and between AARON and ETHEL BUFFINGTON, husband and wife of Eureka, Nevada, SELLERS, and Ray Forbes and Deley Forbes buyers.

W I T N E S S E T H :

THAT the SELLERS in consideration of the sum of TEN (\$10.00)

DOLLARS and other further consideration to them in hand paid by the BUYERS, the

receipt whereof is hereby acknowledged, do hereby covenant and agree with the

BUYERS as follows, to-wit:

IT IS AGREED AND UNDERSTOOD that SELLERS will sell to BUYERS, the

following described land situated in Diamond Valley, Eureka County, Nevada, and located

in Section 18, T.21 N., R.53 E., M.D.M. and which is ten (10) acres of lot 4, parcel 2, as

the same is described on the records of Eureka County, Nevada. APN #7-400-04

THAT the purchase price for the demised land will be the sum of (\$25,000.00)

DOLLARS, bearing interest on any unpaid balance of the purchase price at the rate of ten

(10%) percent per annum.

A down payment of TWENTY FIVE HUNDRED (\$2,500.00) DOLLARS.

That after said down payment of TWENTY FIVE HUNDRED (\$2,500.00)

DOLLARS has been fully paid to SELLERS from BUYERS, then and in that event,

the BUYERS will pay to SELLERS a monthly payment of TWO HUNDRED NINETY

SEVEN and 34/100 (\$297.34) DOLLARS, commencing with the first monthly payment

on Sept 20, 1995, and to continue on the 1st day of each and every

calendar month thereafter until the full purchase price of TWENTY FIVE THOUSAND

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(\$25,000.00) DOLLARS, plus interest at the rate of Ten (10%) PERCENT per annum

has been fully paid.

IT IS AGREED AND UNDERSTOOD that when the full purchase price, plus

interest as aforesaid has been fully paid by BUYERS TO SELLERS, then and in that

event the SELLERS will deliver to BUYERS a good and legal deed conveying title from

SELLERS to BUYERS.

IT IS AGREED that in event any monthly payment not paid on the 1st day of any

calendar month during the term of the agreement will cost BUYERS a (\$10.00) DOLLAR

late penalty.

The BUYERS agree to hold SELLERS harmless against any liability of any kind

whatsoever during the term of this agreement.

IT IS AGREED AND UNDERSTOOD that in the event of a default of monthly

payment by BUYERS to SELLERS, then in that event, the SELLERS shall have the right

to notify BUYERS, in writing, mailed to their Post Office address at Eureka, Nevada,

setting forth the complaint of nonpayment on this agreement and if said payment is not

fully paid fifteen days after the deposit of such notice as aforesaid in the Post Office at

Eureka, Nevada, then the SELLERS shall have the right to declare this Agreement null

and void and of no further consequence, and the SELLERS shall have the right to

peaceably take possession of the demised land, without any legal proceedings whatsoever,

and all sums of money heretofore paid to SELLERS by BUYERS shall remain the property

of SELLERS as rent and liquidated damages.

THAT the BUYERS shall pay all property taxes that become due during the term

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of this agreement.

THIS AGREEMENT shall be binding upon the heirs, administrators and assigns

of the parties hereto.

IN WITNESS WHEREOF the parties have hereunto set their hands the day year

first above in this agreement write.

Aaron Buffington
AARON BUFFINGTON, Seller

Ethel Buffington
ETHEL BUFFINGTON, Seller

Jerry Fontes
JERRY FONTES, Buyer

Joseph Fontes
Buyer

Glady Goicoechea

GLADY GOICOECHA
Notary Public - State of Nevada
Appointment Recorded in Eureka County
MY APPOINTMENT EXPIRES OCT. 28, 1998



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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Aaron Buffington
95 AUG - 7 PM 3:50

EUREKA COUNTY NEVADA
M.M. REBALZATI, RECORDER
FILE NO. FEES \$ 2.00

158360

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