

Nosano

161851

Contract for Deed

(Installment Land Contract)

THIS AGREEMENT FOR DEED made this 16 day of MARCH, 1996, by and between;

JEFFREY A. LYNN AND JUDITH MAYR, LYNN

(herein called Seller), having its principal place of business at:

HC 66 BOX 7 UNIT 2 STEWART, NV. 89831

and

KEMPER L AND OR SHAKIM KAY NOAH

(hereinafter called Buyer), and now residing at:

P.O. 211406 CRESSANT Valley, NEVADA 89831

WITNESSETH;

1. DESCRIPTION: The Seller agrees to sell and the Buyer agrees to buy under the following terms and conditions:
a.) That if Buyer shall first make the payments and perform the covenants herein on their part to be performed;
b.) The Seller hereby covenants and agrees to convey to the Buyer or their heirs, personal representatives, or assigns;
c.) The following described property in fee simple, free and clear of all incumbrance, except as stated herein;
d.) The property which is located in the County of CLATSOP State of OREGON, and further described as follows: (Set forth legal description, Assessor's Parcel No., APN, and street address)

7-36N R-49E Section 3 N 1/2 SW 1/4

APN # 5-280-06

2. PRICE: The total purchase price of the above-described property shall be the sum of \$ 24,000

(a) Buyer is hereby given credit in the amount of \$ 200.00
made by Buyer to the Seller, receipt of which is hereby acknowledged by the Seller;
(b) The balance of the purchase price, being the sum of \$ 23,800
per annum, shall be paid at the rate of \$ 200.00 for 24 mo. / 243.00 per month, beginning on APRIL 20TH 1996, and on the 30 day of each and every calendar month thereafter until sum is paid in full;
(c) Said payment shall be paid directly to JEFFREY A. LYNN AND JUDITH MAYR at the above-stated address;
(d) Each of the payments shall be credited first to interest and the balance to principal.
(e) Prepayment by Buyer shall be permitted at any time and from time to time without penalty.

3. DELIVERY OF DEED: When Buyer has completed making all payments and performs the covenants herein on their part to be performed, the Seller shall forthwith deliver to Buyer good and sufficient marketable title, free and clear of all incumbrance, except as stated herein, by general warranty deed of conveyance to the Buyer, and required documentary transfer stamps shall be placed on the deed with the cost assumed by the Buyer.

4. POSSESSION: The Buyer shall be permitted to go into possession of the property covered by this Agreement on the date of its execution, and shall assume all liability for insurance, taxes, and maintenance from and after that date. The Buyer agrees to maintain the exterior and interior of all buildings in good condition, and to maintain fire and extended coverage insurance on the buildings in an amount of not less than the balance due Seller under this Agreement or the maximum insurable value of the property, whichever is less, and to name the Seller as loss payee.

5. DEFAULT: The time of payment shall be of the essence, and in the event of any default in payment of any part of the purchase money as and when it becomes due or in the performance of any other obligations assumed by the Buyer in this Agreement, and in the event that the default shall continue for a period of (60) days, then the Seller may declare the whole of the balance due under this Agreement as immediately due and payable and collectible, or the Seller may rescind this Agreement, retaining the cash consideration paid up to the time of the default as liquidated damages, and this Agreement then shall become null and void. In either event, Seller shall notify Buyer of its election by giving Buyer ten (10) days written notice by certified or registered U.S. mail to the Buyer at the address of the above-described property. In the event that it is necessary for the Seller to enforce this Agreement by foreclosure proceedings or otherwise, all costs of those proceedings, including a reasonable attorney's fee, shall be paid by the Buyer.

6. BENEFIT AND LIABILITY: The obligations and benefits under this Contract shall extend to the heirs, personal representatives, successors, and assigns of the respective parties to it.

7. FORFEITURE: No waiver of any provision shall constitute waiver of such provision or of any other provision then or thereafter, unless reduced to writing and expressly made a modification of the provision.

8. OTHER AGREEMENTS: (If there are any other agreements attach a rider setting forth any restrictions on use that are to be included in the eventual deed)

9. ENTIRE AGREEMENT: This Contract constitutes the entire agreement of the parties. No representations, oral or implied, have been made to Buyer to induce them to enter into this Agreement, other than those expressly provided herein.

IN WITNESS WHEREOF, We have hereunto set our hands the day first ab

Signature of Buyer
Jeffrey A. Lynn

Signature of Seller
Jeffrey A. Lynn

Signature of Seller
Jeffrey A. Lynn

Notary Public
DENISE R. LEMLER
State of Nevada
Notary Public
Legal Form (702) 870-8977
Contract for Deed, Installment Land Contract • RLS 169-2-NCR

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BOOK 294 PAGE 479

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BOOK 294 PAGE 479
RECORDED AT THE REQUEST OF
96 APR 22 AM 10:28
EUREKA COUNTY NEVADA
M.N. REBALLETI, RECORDER
FILE NO.
FEES \$8.00

161851

DECLARATION OF VALUE
EUREKA
COUNTY, NEVADA

Recording Date 4/22/96 Book 294 Page 479 Instrument # 16851

Full Value of Property Interest Conveyed \$
Less Assumed Liens & Encumbrances \$
Taxable Value (NRS 375.010, Section 4) \$ 24,000
Real Property Transfer Tax Due \$ 31.20

If exempt, state reason. NRS 375.090, Section 4. Explain:

☐ Escrow Holder only: Check if Real Property Transfer Tax is to be deferred under NRS 375.030, Section 3.

INDIVIDUAL Under penalty of perjury, I hereby declare that the above statements are correct.

ESCROW HOLDER 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 file.

Signature of Declarant
Sharon K. Moak
Name (Please Print)
PO Box 211406
Address
Crescent Valley, NV
State/zip
89821

Signature of Declarant
Name (Please Print)
Escrow Number
Firm Name
Address
City
State
Zip

• Tax paid for the above transfer per NRS 375.030 Sec. 3 on 4/22/96