



12th August 1997
Denise A. Miller
Signature of Buyer

Signature of Seller
Signature of Seller

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

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.

58. 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) reduced to writing and expressly made a modification of the provision.

FORFEITURE: No waiver of any provision shall constitute waiver of such provision or of any other provision then or thereafter, unless successors, and assigns of the respective parties to it.

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

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 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

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.

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.

(e) Prepayment by Buyer shall be permitted at any time and from time to time without penalty.

(d) Each of the payments shall be credited first to interest and the balance to principal.

(c) Said payment shall be paid directly to TEF AND JUDY LYNN at the above-stated address;

(b) The balance of the purchase price, being the sum of \$ 19,000 (9%) per annum, shall be paid at the rate of \$ 350.00 per month, beginning on 1992, and on the 15th day of each and every calendar month thereafter until sum is paid in full;

(a) Buyer is hereby given credit in the amount of \$ 1,000 made by Buyer to the Seller, receipt of which is hereby acknowledged by the Seller;

2. PRICE: The total purchase price of the above-described property shall be the sum of \$ 20,000 for down payment heretofore payable at the times and in the manner following:

APN # 5 030-05
5-030-04

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 EUREKA State of NEVADA, and further described as follows: (Set forth legal description, Assessor's Parcel No., APN, and street address)

670 S. BROAD ST. BATTLE MTN, NV 89820

and GERRIT, A. BOOK

(hereinafter called Buyer), and now residing at:

H.C. 66 UNIT 2, BOX 17 BOWAWA, NV. 89821

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

JERRY A. LYNN AND JUDITH C. MAYRE-LYNN

THIS AGREEMENT FOR DEED made this 12th day of August, 1997, by and between:

Contract for Deed
(Installment Land Contract)
167628

BOOK 3 10 PAGE 43

COPY

BOOK 310 PAGE 436
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
97 AUG 12 PM 2:58
EUREKA COUNTY NEVADA
M. N. REBALLEATI, RECORDER
FILE NO. 167628
FEES \$8.00

85251

DECLARATION OF VALUE
Eureka
COUNTY, NEVADA

Recording Date 8/12/97 Book 316 Page 435 Instrument # 167628

Full Value of Property Interest Conveyed \$ _____
Less Assumed Liens & Encumbrances \$ _____
Taxable Value (NRS 375.010, Section 4) \$ 20,000
Real Property Transfer Tax Due \$ 26.00

If exempt, state reason, NRS 375.030, Section 3. Explain: _____

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

INDIVIDUAL ESCROW HOLDER

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

Gerrit A. Book
Signature of Declarant

Gerrit A. Book
Name (Please Print)

670 S. Broad #1400-3
Address

Battle Mountain, NV 89820
City State Zip

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

Name (Please Print)

Escrow Number

Firm Name

Address

City State Zip

* Tax paid for the above transfer per NRS 375.030 Sec. 3 on 8/12/97