

BOOK 378 PAGE 133-136
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Darrell & Pat Norman
2004 APR -9 PM 2:44

EUREKA COUNTY, NEVADA
M.M. REGALEAN, RECORDER
FILE NO. FEES 41⁰⁰

APN# 03-344-02

Recording Requested by:

186472

Name Darrell & Patricia Norman

Address 1600 Ricci Lane

City/State/Zip Fernley, NV 89408

AGREEMENT FOR SALE OF REAL ESTATE
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2.
(Additional recording fee applies)

This cover page must be typed or printed.

BOOK 378 PAGE 133

Agreement for Sale of Real Estate

THIS AGREEMENT, executed in duplicate, October 1, 2003
between SONIA S. WALKER, Owner, hereinafter referred to as the Seller, and
Darrell and/or Patricia Norman Buyer,

WITNESSETH:

That the Seller, in consideration of the covenants of the Buyer herein, agrees to sell and convey to said Buyer and said Buyer agrees to buy all that real property situated in the county of Eureka File #38630, state of Nevada, hereinafter referred to as "said realty," described as follows:

1, 2, 3, 10,
Lot ~~11, & 12~~ of Block 19 of WALKER VILLA-CRESCENT VALLEY,
UNIT NO. 1 as per map recorded in said County as File No.

E 1/2 of Block #19, Lots #1, 2, 3, 10, 11, & 12

except any and all oil rights, including the right of entry for exploration and production of oil or other carbohydrates and subject to rights, rights of way, easements, reservations, restrictions, covenants, conditions of record, if any.

The price, or principal sum, for which Seller agrees to sell and Buyer agrees to buy said realty is the sum of _____
Sixty Thousand ***** Dollars (\$60,000.00),

lawful money of the United States, and Buyer in consideration of the premises, promises and agrees to pay to Seller said sum, as follows: for consideration of administrative services and
business expenditures which have accumulated over the past
~~years in lieu of lawful money in the amount of \$60,000.00~~ Dollars (\$60,000.00),

upon the signing and delivery hereof, receipt whereof is hereby acknowledged, and the balance thereof in monthly installments of N/A Dollars (\$ _____),

or more, each, commencing on the N/A day of _____, 19____,

which installments shall include interest on the unpaid principal balance hereof from date until paid at the rate of seven per cent (7%) per annum, all payable at the office of the Seller, and continuing until said principal and interest have been paid. Each payment shall be credited first on interest then due; and the remainder on principal; and interest shall thereupon cease upon the principal so credited.

THE SELLER HEREBY RESERVES a right of way ten (10) feet in width along all boundaries of lot with right of entry upon, over, under, along, across, and through said right of way for the purpose of erecting, constructing, operating, repairing and maintaining pole lines with cross arms for transmission of electrical energy, and for telephone lines, and/or for laying, repairing, operating and renewing, any pipe line or lines for water, gas or sewerage, and any conduits for electric or telephone wires, and reserving to the Seller the sole right to convey the rights hereby reserved.

IT IS FURTHER AGREED that time is of the essence of this Agreement, and full performance by the Buyer of all his obligations hereunder is and shall be a condition precedent to his right to a conveyance hereunder; and should default be made (a) in the payment of any of said installments of principal or interest when the same become due, or (b) in the repayment, within thirty (30) days after demand as aforesaid, of any amount herein agreed to be repaid, or (c) in the observance or performance of any other obligation hereunder, the Seller may thereupon, at his option, enforce his rights hereunder, either by forfeiture of all the Buyers rights under this Agreement and all interest in said realty and the appurtenances, as hereinafter provided, or by any other legal or equitable right or remedy. The Buyer agrees to pay all costs and expenses of any action commenced by the Seller to enforce this Agreement, including attorney's fees, whether such progress to judgment or not. Should the Seller elect to enforce his right of forfeiture hereunder, he may declare said forfeiture by service upon the Buyer of a written declaration of forfeiture and cancellation, or by depositing in the United States mail, postage prepaid, such written declaration, addressed to the Buyer at his last address on file with the Seller.

NO WAIVER of the breach of any of the covenants or conditions of this Agreement by the Seller shall be construed to be a waiver of any succeeding breach of the same or other covenants or conditions of this Agreement. No delay or omission of the Seller in exercising any right, power or remedy herein provided in the event of a default shall be construed as a waiver thereof or acquiescence therein, nor shall the acceptance of any payments made in a manner or at a time other than as herein provided be construed as a waiver of, or variation in, any of the terms of this Agreement.

EACH PARTY AGREES that there have been no warranties or representations other than those contained herein and this agreement supercedes any and all prior agreements or oral negotiations between the parties herein, and contains the entire agreement concerning said property. It is further mutually agreed and understood that the County of Eureka, its officers, agents and employees are not, and shall not be, responsible for the construction, maintenance or provision of roads, streets, alleys or rights of way, or power or water supply under the terms of this Agreement.

THE SELLER AGREES, within a reasonable time and subject to the terms hereof as to said time, and after Buyer's compliance with all terms and conditions hereof and upon surrender of this Agreement, to execute a good and sufficient deed to said property, delivered to Buyer hereunder subject only to matters of record and to the encumbrances arising out of this Agreement or subject to the encumbrances not caused or created by the Seller.

THE BUYER AGREES that this Agreement shall not be recorded, nor any memorandum thereof be recorded and said Agreement shall not be assigned, set over or transferred without the prior written consent of the Seller hereunder or their assignee, and any violation of the terms of the paragraph shall constitute a breach of this Agreement and the Seller may at their option immediately declare the entire unpaid balance due and payable.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

OWNER

BUYERS

SONIA S. WALKER,

By *Sonia S. Walker*

4105 Casa Blanca Rd.
Reno, NV 89502

Darrell &/or Patricia Norman

Darrell W. Norman Patricia Norman

Address 1600 Ricci Lane

Fernley, NV 89408

NEVADA INDIVIDUAL ACKNOWLEDGMENT

State of Nevada
County of Washoe } ss.

This instrument was acknowledged before me on this
the 30 day of October, 2003, by

(1) Darrell & Patricia Norman
Name of Signer:

(2) and Sonia S Walker
Name of Signer:



Dennis M Jaynes
Signature of Notary Public

OPTIONAL

Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement of Sale

Document Date: 10/1/03 Number of Pages: 1

Signer(s) Other Than Named Above: None

RIGHT THUMBPRINT OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here

**STATE OF NEVADA
DECLARATION OF VALUE**

FOR RECORDERS OPTIONAL USE ONLY	
Document/Instrument#:	186472
Book:	378 Page: 133-136
Date of Recording:	4-9-04
Notes:	

1. Assessor Parcel Number (s)
 a) 03-344-02 (Block 19 Lots 1, 2, 3,
10, 11, & 12)
 b) _____
 c) _____
 d) _____

2. Type of Property:

a) <input checked="" type="checkbox"/>	Vacant Land	b) <input type="checkbox"/>	Single Fam Res.
c) <input type="checkbox"/>	Condo/Twnhse	d) <input type="checkbox"/>	2-4 Plex
e) <input type="checkbox"/>	Apt. Bldg.	f) <input type="checkbox"/>	Comm'l/Ind'l
g) <input type="checkbox"/>	Agricultural	h) <input type="checkbox"/>	Mobile Home
i) <input type="checkbox"/>	Other		

3. Total Value/Sales Price of Property: \$ 60,000
 Deed in Lieu of Foreclosure Only (value of property) \$ _____
 Transfer Tax Value: \$ _____
 Real Property Transfer Tax Due: \$ 234.00

4. If Exemption Claimed:
 a. Transfer Tax Exemption, per NRS 375.090, Section: _____
 b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Darrell W. Norma Capacity Buyer
 Signature Patricia A. Norma Capacity Buyer

SELLER (GRANTOR) INFORMATION		BUYER (GRANTEE) INFORMATION	
(REQUIRED)		(REQUIRED)	
Print Name:	<u>Sonia Walker</u>	Print Name:	<u>Darrell & Patricia</u>
Address:	<u>4105 Casa Blanca Rd.</u>	Address:	<u>1600 Ricci Lane</u>
City:	<u>Reno</u>	City:	<u>Fernley</u>
State:	<u>NV</u> Zip: <u>89502</u>	State:	<u>NV</u> Zip: <u>89408</u>

COMPANY/PERSON REQUESTING RECORDING
 (REQUIRED IF NOT THE SELLER OR BUYER)
 Print Name: _____ Escrow # _____
 Address: _____
 City: _____ State: _____ Zip: _____