

APN # 005-260-62

Recording Requested By:

Name Jeffrey A Lynn

Address HC34 Box 575

City/State/Zip Ely, NV 89301

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Jeffrey Lynn
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EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 40⁰⁰

205917

Contract for Deed
(Title of Document)

COPY

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

CONTRACT FOR DEED Installment Land Contract

THIS AGREEMENT FOR DEED made this 15th day of APRIL, 2006, by and between; JEFFREY A. LYNN (101 SPRING ST EUREKA, NV) (herein called "Vendor") having its principal place of business at P.O. BOX 183 EUREKA, NV 89316 and VERN JAY CLYMER AND DR JENNIE A. CLYMER residing at 1383 HIGHWAY 395 GARDNERVILLE, NV 89410 hereinafter called "Purchaser",

WITNESSETH;

1. Description.

That if Purchaser shall first make the payments and perform the covenants herein on their part to be performed, the Vender hereby covenants and agrees to convey to the Purchaser or their heirs, personal representatives, or assigns, and Purchasers agree to buy, the following described property in fee simple, free and clear of all incumbrance, except as stated herein, which property is located in EUREKA County, State of NEVADA, and described as follows:

T-30 N-R 49 E SEC 1 NW 1/4 NW 1/4 ARV 005 260

2. Price.

The total purchase price of the above-described property shall be the sum of: FOURTY THOUSAND Dollars (\$ 40,000), payable at the times and in the manner following:

(a) Purchaser is hereby given credit in the amount of THREE HUNDRED FIFTY Dollars (\$ 350.00),

for down payment heretofore made by Purchaser to Vender, receipt of which is hereby acknowledged by Vender; (b) The balance of the purchase price, being the sum of THIRTY NINE THOUSAND SIX HUNDRED FIFTY Dollars (\$ 39,650),

to bear interest at the rate of NINE AND FIVE TENTH Percent (9.5 %) per annum, shall be paid at the rate of THREE HUNDRED FIFTY DOLLARS per month, (\$ 350.00) beginning on MAY 15th, 2006, and on the 1ST day of each and every calendar month thereafter until sum is paid in full;

(c) Said payment shall be paid directly to JEFF LYNN, at the above-stated address;

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

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

3. Delivery of Deed.

(a) When Purchaser has completed making all payments and performs the covenants herein on their part to be performed, the Vendor shall forthwith deliver to Purchaser good and sufficient marketable title, free and clear of all incumbrance, except as stated herein, by general warranty deed of conveyance to the Purchaser.

(b) Required documentary transfer stamps shall be placed on the deed by Purchaser.

4. Possession.

The Purchaser 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 Purchaser 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 Vendor under this Agreement or the maximum insurable value of the property, whichever is less, and to name the Vendor 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 Purchaser in this Agreement, and in the event that the default shall continue for a period of SIXTY (60) days, then the Vendor may declare the whole of the balance due under this Agreement as immediately due and payable and collectible, or the Vendor 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, Vendor shall notify Purchaser of its election by giving Purchaser ten (10) days' written notice by certified or registered U.S. mail to the Purchaser at the address of the above-described property. In the event that it is necessary for the Vendor 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 Purchaser.

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. Forbearance.

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. (Attach 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 Purchaser 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 above written

X Vern Jay Clymer
Signature of Purchaser

Jennie A Clymer
Signature of Purchaser

X Vern Jay Clymer
Print name here

Jennie A Clymer
Print name here

Jeffrey A. Lynn
Signature of Vendor

Jeffrey A. Lynn
Signature of Vendor