

**Official Record**Recording requested By  
ARRON & VICTORIA MOON

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$21.00

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RPTT:

Recorded By: FES

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0215218

The undersigned hereby affirms that this  
Document submitted for recording does not  
Contain any personal information.

Assessor Parcel No(s): 001-117-02  
001-116-03

## RECORDATION REQUESTED BY:

Arron and Victoria Moon  
350 S. Edwards Street  
Eureka, Nevada 89316

## SEND TAX NOTICES TO:

Arron and Victoria Moon, PO Box 985 Eureka, Nevada 89316

**DEED OF TRUST**

DEED of Trust is made and entered into this 18 day of October, 2009, by and between Puckett Family Trust, (hereinafter referred to as "Seller"), and Arron and Victoria Moon, (hereinafter referred to as "Buyer"), collectively referred to Parties.

WITNESSETH, that if the Buyer shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, the Seller hereby covenants and agrees to convey to the Buyer, his heirs, executors, administrators, personal representatives, or assigns, in fee simple absolute, clear of all encumbrances by a good and sufficient warranty deed or equivalent deed, that Property ("Property") situated in the County of Eureka, State of Nevada, more fully described on Exhibit "A", attached hereto and made a part hereof.

The sale of the Property (and the term "Property") shall include all buildings and improvements on the property and all right, title and interest of Seller in and to adjacent streets, roads, alleys and rights-of-way. The sale of the Property shall also include the following fixtures and personal property associated with the Property (unless specifically excluded below), all of which (if any) are owned by Seller free and clear of all liens and encumbrances, including: gas heaters; propane tanks (including propane if owned); central heating, ventilation and air conditioning equipment and fixtures; sump pumps; attached TV antennas and cables; lighting and light fixtures; plumbing equipment and fixtures; attached mirrors; linoleum; wall-to-wall carpet; window and porch shades; blinds; storm windows and doors; screens; curtain and drapery rods; awnings; automated garage door openers and remote control units; keys; attached humidifiers; attached outside cooking units; attached fireplace screens and/or glass doors; attic and ceiling fans; built-in kitchen appliances.

Seller	<i>LP</i>	<i>Initials</i>	<i>UMP</i>
Buyer	<i>ARM</i>		<i>VS.M</i>

The following items are specifically excluded from this contract and shall not be transferred to Buyer as a part of the Property:  
None

### PRICE AND PAYMENT

Buyer herein covenants and agrees to pay to the Seller the sum of sixty thousand Dollars (\$60,000.00) as the purchase price for the Property, as follows:

[ SP MP / AM VS.M ] Seven thousand Dollars (\$7,000.00) paid to the Seller on 18 day of October, 2009, the receipt of which is hereby acknowledged.

[ SP MP / AM VS.M ] Three thousand Dollars (\$3,000.00) paid to the Seller on 16 day of December, 2009, the receipt of which is hereby acknowledged.

[ SP MP / AM VS.M ] Five thousand Dollars (\$5,000.00) to be paid to the Seller by 1 day of December, 2010.

[ SP MP / AM VS.M ] The principal sum of fifty thousand Dollars (\$50,000.00) with interest on the whole sum at the rate of eight (8%) percent per annum, payable in monthly installments of four hundred seventy seven Dollars and eighty three cents (\$477.83) beginning on the 1 day of November, 2009, and continuing on the first day of each and every month thereafter, until the 1 day of November, 2016, when all remaining principal and interest shall be paid.

Any interest that may be charged, shall be computed monthly and deducted from the payment and the balance of the payment shall be applied to the principal

### SECURITY

This Contract shall stand as security for the performance of Buyer and as security of the payment of the obligation of Buyer under this Contract. All improvements on the Property, including, but not limited to, buildings, fixtures, trees or other improvements now on the Property, or hereafter made or placed thereon, shall also be part of the security for the performance of this contract and shall not be removed from the Property.

### AS-IS CONDITION OF PROPERTY

Buyer accepts the Property "as-is" without any type of warranty thereon. Buyer further understands that Seller has not made and does not make any representations or warranties of any kind as to the condition of the Property, buildings, improvements or fixtures located thereon, and/or the location of the boundaries of the Property.

### DEED AND EVIDENCE OF TITLE

Upon payment of the total purchase price and other amounts, including any late charge, by Buyer,

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Seller	<u>SP MP</u> <sup>Initials</sup>
Buyer	<u>AM VS.M</u>

Seller will, at Seller's expense, deliver a Statutory or General Warranty Deed to the Property to Buyer, free and clear of any liens or encumbrances other than taxes and assessments for the current year.

#### **TITLE**

Title shall be conveyed free and clear of all encumbrances except those mortgages or liens, if any, mentioned herein, easements, restrictions, limitations, reservations, covenants and conditions of record not coupled with a possibility of reverter, right of reentry or other reverter right which amounts to a qualification of the fee, and subject also to applicable zoning ordinances and real estate taxes for the year in which the deed is delivered, and thereafter.

#### **TAXES AND ASSESSMENTS**

The Buyer agrees to pay all taxes, assessments, or impositions that may be legally levied or imposed upon said land apportioned as of the date of this Contract.

#### **PREPAYMENT**

The Buyer may prepay the entire balance outstanding at any time without penalty and without notice. Such prepayment shall not include unearned interest. Upon full prepayment, the Seller shall have twenty (20) days in which to deliver a warranty deed or equivalent deed.

#### **ASSIGNMENT OR SALE BY BUYER**

Buyer shall not sell, assign, transfer or convey any interest in the Property or this Agreement, without the prior written consent by Seller. In the event Seller gives Buyer permission to transfer or convey Buyer's interest, such conveyance shall not be a cause for rescission of this Contract and shall be subject to the terms of this Contract.

#### **PARTIES**

If Seller or Buyer constitutes two or more persons, the terms "Seller" or "Buyer" shall be construed to read "Sellers" or "Buyers" whenever the sense of the Contract requires. Unless identified as Seller or Buyer, no real estate professional, escrow agent or closing agent is a party to this Contract.

#### **SINGULAR, PLURAL AND GENDER**

The words "Seller" and "Buyer" herein employed shall be construed to include the plural as well as the singular, and the masculine shall include the feminine and neuter where the context so admits or requires.

#### **PENDING LITIGATION**

Seller warrants and represents that there are no legal actions, suits or other legal or administrative proceedings, including cases, pending or threatened or similar proceedings affecting the Property or any portion thereof, nor has Seller knowledge that any such action is presently contemplated which might or does affect the conveyance contemplated hereunder.



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Seller	<i>Initials</i> <i>AP MP</i>
Buyer	<i>AM VSM</i>

## GOVERNING LAW

This Contract, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

## ENTIRE AGREEMENT

This Contract is the entire agreement between the parties with respect to the transaction contemplated herein.. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. Neither this Contract nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.



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Seller	<i>Initials</i> <i>AP MP</i>
Buyer	<i>AN VSM</i>

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. CONSULT AN ATTORNEY AND A TAX PROFESSIONAL BEFORE SIGNING IT, TO MAKE SURE YOU UNDERSTAND ALL OF THE TERMS AND LEGAL AND TAX CONSEQUENCES.**

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

Signature Lane Puckett  
Seller LANE PUCKETT  
Date 7-2-10  
Address: PO BOX 434  
City VIRGINIA CITY  
State and Zip NV 89440

Signature Michelle Puckett  
Seller MICHELE PUCKETT  
Date 7-2-10  
Address: PO BOX 434  
City VIRGINIA CITY  
State and Zip NV 89440

Signature Aaron Moon  
Buyer Aaron Moon  
Date 7-2-2010  
Address: P.O. Box 985  
City Eureka  
State and Zip Nevada 89316

Signature Victoria S. Moon  
Buyer Victoria S. Moon  
Date 7-2-2010  
Address: PO Box 985  
City Eureka  
State and Zip Nevada 89316



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Seller	<u>GP</u> <sup>Initials</sup> <u>MP</u>
Buyer	<u>AM</u> <u>VSM</u>

State of Nevada )  
County of Eureka ) ss

Before me personally appeared Amor Victoria Moon to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that \_\_\_\_\_ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 2nd day of July, 2010

[Signature]  
Signature of person taking acknowledgment (Notary Public)

Sara Simmons  
Name typed, printed, or stamped

(SEAL)



July 17, 2012  
My Commission Expires



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Seller	<u>[Signature]</u> <sup>Initials</sup>
Buyer	<u>[Signature]</u> <sup>Initials</sup>

State of Nevada )  
County of Eureka ) ss

Before me personally appeared Lane Michele Puckett to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that \_\_\_\_\_ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 2nd day of July, 2010.



Signature of person taking acknowledgment (Notary Public)

Sara Simmons

Name typed, printed, or stamped

(SEAL)



July 17, 2012  
My Commission Expires

This instrument was prepared by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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Seller	<u>AP MP</u> <sup>Initials</sup>
Buyer	<u>MM VSM</u>

## EXHIBIT "A"

### Legal Description of Property:

Location: 350 S O'Neil Ave, Eureka Nevada 89316

Parcel number: 001-116-03

### Portion of the Street

Also a parcel of land in Blk 70 and on O'Neil St and more fully described as follows:  
beginning at a point 34ft S O degrees 01' E from the intersection of the corner section of  
sections 13, 14, 23 and 24, thence N 81 degrees 27' E a distance of 25 ft, thence S 8 degrees  
33' E a distance of 75 ft, thence S 81 degrees 27' W a 67 ft, thence N 8 degrees 33' W a  
distance of 75 ft, thence N 81 degrees 27' E a distance of 42 feet to the point of beginning, as  
the same are delineated and described on the Official map or Plat of the Townsite of Eureka,  
approved by the United States General land office on 11/19/37 on file in the office of the  
County Recorder of Eureka County, Eureka, Nevada.

### Legal Description of Property:

Location: 350 S Edwards Street, Eureka Nevada 89316

Parcel number: 001-117-02

Lots 4 through 6 in block 62

6025 square feet



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Seller	<i>Initials</i> <i>LP MP</i>
Buyer	<i>Wm VSM</i>