

DOC # 0224032

04/18/2013

01:11 PM

Official Record

Recording requested By
BARBARA INAMA TORVINEN

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$21.00

Page 1 of 8

RPTT:

Recorded By: FES

Book- 548 Page- 0355

APN: #02-013-07

Recording requested by and Return to

BARBARA INAMA TORVINEN
TORVINEN & TORVINEN, LAWYERS
225 SILVER STREET, SUITE 105
Elko, NV 89801



0224032

**CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY AND
MOBILE HOME**

March 28, 2013

Contract for Purchase and Sale of Real Property and Mobile Home

THIS AGREEMENT is entered into this 28 day of March, 2013, by and between SONIA T.B. WINN, as "Seller", and BILLEY M. WINN, of Crescent Valley, Nevada, a single man as his sole and separate property, as "Buyer".

W I T N E S S E T H

For and in consideration of the promises, covenants, and warranties set forth hereinbelow, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, the following described real property commonly known as 404 Fourth Street, Crescent Valley, Eureka County, Nevada, and the seller's joint tenancy interest in a mobile home, located in the County of Eureka, State of Nevada, more particularly described as follows:

Lot 6, Block 17, Crescent Valley Ranch & Farms, Unit 1, Eureka County Records. APN 02-013-07, and a joint tenancy interest in a 1981, 14' x 66' SCH singlewide mobile home, SN B168829, Title No. B0287366.

1. That Buyer shall pay to Seller for the property above-described, the sum of \$12,450.00 (TWELVE THOUSAND, FOUR HUNDRED FIFTY) payable as follows: in cash (bank check, money order or cash); this being the appraised value in an appraisal by Laura Duvall dated March 10, 2013, and 50% of the estimated appraised value of the mobile home, by Sierra Homes Realty.

2. That Seller warrants and Buyer's obligations hereunder are contingent on, that Seller has clear and marketable title to the real property described herein and that there are no

liens, Deeds of Trust, mortgages, encumbrances, or other clouds of title on the property and that Seller is conveying the same clear, marketable title to the Buyer.

3. That at the execution of this Agreement and payment and clearing of the sum of TWELVE THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$12,450.00), down payment, Seller shall tender to Buyer a Grant, Bargain and Sale Deed for the above-described real property and a Bill of Sale for the 50% Joint Tenancy interest in the described mobile home.

4. That all documents shall be tendered into an Escrow at the Law Offices of Torvinen & Torvinen, Lawyers, 225 Silver Street, Suite 105, Elko, Nevada, for distribution to the appropriate parties in full execution of this Agreement. Buyer shall tender to Torvinen & Torvinen a money order, bank check or personal check made payable to Seller, Sonia T.B. Winn, for Escrow Holder to send to Seller.

5. Seller shall tender the fully executed Grant, Bargain and Sale Deed and Bill of Sale to Torvinen & Torvinen on or before the close of sale.

6. Seller shall pay all Escrow fees, fees for preparation of documents for this sale, recording fees for the Deed and transfer tax.

7. Torvinen & Torvinen, Lawyers, will mail the deed to the Eureka Recorder to be recorded within 5 business days of the close of sale date, contingent on the Buyer and Seller



completing their obligation herein, Torvinen & Torvinen shall have no obligation to record or distribute funds, if the Seller fails to tender a property Deed and Bill of Sale or the Buyer fails to deliver the sale price in the cash form.

8. This Agreement shall also act as Escrow Instructions to BARBARA INAMA TORVINEN for the distribution and tender of monies and documents to be conveyed hereunder.

9. Close of Sale: The close of sale hereunder for the real property and mobile home hereinabove-described, shall occur on or before March 28, 2013.

DATED this 28 day of March, 2013.

Sonia T. B. Winn by Ada Osborne
Sonia T.B. Winn, by and through
her attorney-in-fact, Ada Osborne

DATED this 28 day of March, 2013.

Billy M. Winn
Billy M. Winn, Buyer

ACKNOWLEDGEMENT

STATE OF NEVADA)
 : ss.
COUNTY OF ELKO)

On the 28 day of March, 2013, personally appeared before me, a Notary Public, ADA OSBORNE, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that she executed the instrument, and who provided to me a fully executed and acknowledged Power of Attorney executed by Sonia T.B. Winn appointing Ada Osborne the power to sell the real property and mobile home described in the above document, copy attached.



Megan A. Stump
NOTARY PUBLIC

ACKNOWLEDGEMENT

STATE OF NEVADA)
 : ss.
COUNTY OF ELKO)

On the 28 day of March, 2013, personally appeared before me, a Notary Public, BILLEY M. WINN, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument freely and voluntarily for the purposes set forth therein.



Megan A. Stump
NOTARY PUBLIC

Accepted by Escrow Agent

DATED: March 28, 2013

Barbara Inama Torvinen
BARBARA INAMA TORVINEN
Torvinen & Torvinen, Lawyers

DOC # 0223859

03/07/2013

01:57 PM

Official Record

Recording requested By
TORVINEN & TORVINEN

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$16.00

Page 1 of 3

RPTT:

Recorded By: LLH

Book- 548 Page- 0032

Recording requested by
Return to:

TORVINEN & TORVINEN, LAWYERS
225 Silver Street, Suite 105
Elko, NV 89801



0223859

* * * * *

POWER OF ATTORNEY

Sonia T.B. Winn

March 1, 2013



0224032

Book: 548 04/18/2013

Page: 360 Page: 6 of 8

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, SONIA T.B. WINN, of Crescent Valley, Nevada, do by these presents appoint my daughter, ADA OSBORNE my attorney in fact, for me, and in my name and for my use and benefit to demand, sue for, collect, and receive all such sums of money, debts, dues, accounts, legacies, bequests, interests, dividends, annuities, and demands whatsoever, as are now or shall hereafter become due, owing, payable, or belonging to me and have, use and take all lawful ways and means in my name or otherwise for the recovery thereof by attachment, arrest, or otherwise, and to compromise and agree for the same, and to make and deliver discharges for the same for and in my name; to contract for, purchase, receive and take lands, tenements, and hereditaments, and accept the seizing and possession of all lands, and all deeds and other assurances in the law therefor, and to lease, let sell, release, convey, mortgage, convey by way of deed of trust, and hypothecate lands, tenements, and hereditaments upon such terms and conditions, and under such covenants as my said attorney shall think fit; also to bargain for, buy, deal in and with goods, wares, and merchandise, choses in action, and other property in possession or in action, and to do every kind of business of whatever kind or nature; and also for and in my name and as my act and deed to make, sign, seal, execute, acknowledge, and deliver deeds, leases and assignments of lease, covenants, indentures, agreements, mortgages, deeds of trust and reconveyances thereunder, hypothecations, bottomries, charter-parties, bills of lading, bills, bonds, notes, receipts, evidences of debt, releases and satisfaction of mortgage, judgments, and other debts, and such other instruments in writing of whatever kind and nature as may be necessary, convenient, or proper in the premises including assignments of accounts receivable, notes of the expected assignments of such accounts, and cancellation of such notices; also, in case of loss by fire, or otherwise, to adjust insurance losses.

I particularly give my attorney in fact full power to deal with, including the power to sell, convey and even mortgage, my real property located in Crescent Valley, Nevada and the unincorporated area of Eureka County, Nevada, more particularly described as: Lot 6, Block 17 Crescent Valley Ranch & Farms, Unit 1. APN: 02-013-07.

I particularly give my attorney in fact full power to deal with, including have checks issued from, to make withdrawals from, to use as collateral, to make deposits into my account or accounts with Wells Fargo bank, including but not limited to, my

general checking account, account number ending in "5931"

GIVING UNTO MY SAID ATTORNEY full power to perform every act and thing which my said attorney may think necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do if personally present, hereby ratifying and confirming all that my said attorney shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, I have hereunto set my hand the 1 day of ~~February~~, 2013
March

STBW

Sonia T.B. Winn

SONIA T.B. WINN

ACKNOWLEDGEMENT

PERSONALLY APPEARED this 1st day of ~~February~~, 2013, *March*
before me, a Notary Public, SONIA T.B. WINN, who first proving her identity to me with picture identification, acknowledged that she has signed the Power of Attorney set forth hereinabove, freely and voluntarily and for the purposes set forth therein.

Cara L Johnson
NOTARY PUBLIC



0223859

Book: 548 03/07/2013
Page: 34 Page: 3 of 3



0224032

Book: 548 04/18/2013
Page: 362 Page: 8 of 8