

DOC # 0224222

05/07/2013

01:01 PM

Official Record

Recording requested By
DARREL J WINTERS JR

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$19.00

Page 1 of 6

RPTT: \$144.30

Recorded By: FES

Book- 549 Page- 0270

APN# _____

Mailing Address of Grantee or Other Person Requesting

Recording: 26995 120th Ave. NE
Newfolden, MN 56738



0224222

Mail Tax Statements to:

Name: James D. Winters

Address: P.O. Box 211148

City/State/Zip: Crescent Valley, NV 89821

Social Security Number Affirmation Statement:

In accordance with NRS 239B.030, the undersigned person recording this document hereby affirms that this document does not contain the social security number of any person;

-OR-

In accordance with NRS 239B.030, the undersigned person recording this document hereby affirms that this document does contain the social security number of a person.

Name

Title

Signature

Title of Document Recorded:

CONTRACT FOR DEED

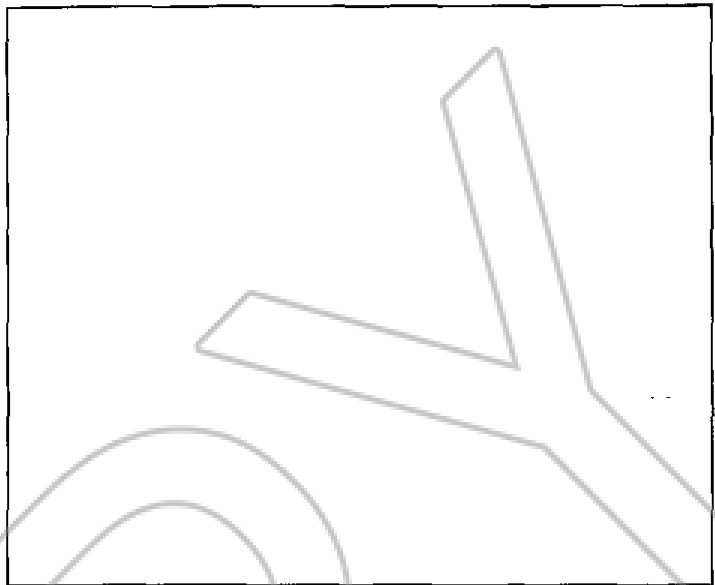
Individual(s) to Joint Tenants

No delinquent taxes and transfer entered;
 Certificate of Real Estate Value
 () filed () not required

_____ County Auditor

By _____ Deputy

(reserved for mortgage registry tax payment data)



Date: April 1, 2013

THIS CONTRACT FOR DEED is made on the above date by Lavern D. Reierison and Mary L. Reierison,
 husband and wife _____, Seller
 (marital status)
 (whether one or more), and James D. Winters, Jr. and Hollie D. Winters, Purchasers, as joint tenants.

Seller and Purchasers agree to the following terms:

1. PROPERTY DESCRIPTION. Seller hereby sells, and Purchasers hereby buy, real property in
Eureka County, Nevada, described as follows:

Lot Seven (7), Block Nineteen (19), of Crescent Valley Ranch & Farms Unit No. 1, as per map recorded in the
 office of the County Recorder of Eureka County, Nevada as File #34081; including a 1996 Fleetwood 40' X 26'
 Mobile Home Serial #71109BF13.

EXCEPTING THEREFROM: all petroleum, oil, natural gas and products derived therefrom, within or
 underlying said land or that may be produced therefrom, and all rights thereto, as reserved by SOUTHERN
 PACIFIC LAND COMPANY in Deed to H. J. BUCHENAU AND ELSIE BUCHENAU, recorded September
 24, 1951 in Book 24 of Deeds at Page 168, Eureka County Nevada,

together with all hereditaments and appurtenances belonging thereto (the Property).

2. TITLE. Seller warrants that title to the Property is, on the date of this contract, subject only to the following exceptions:
- (a) Covenants, conditions, restrictions, declarations and easements of record, if any;
 - (b) Reservations of minerals or mineral rights by the State of Nevada, if any;
 - (c) Building, zoning and subdivision laws and regulations;
 - (d) The lien of real estate taxes and installments of special assessments which are payable by Purchasers pursuant to paragraph 6 of this contract; and
 - (e) The following liens or encumbrances:



3. DELIVERY OF DEED AND EVIDENCE OF TITLE. Upon Purchasers' prompt and full performance of this contract, Seller shall:

- (a) Execute, acknowledge and deliver to Purchasers a Warranty Deed, in recordable form, conveying marketable title to the Property to Purchasers, subject only to the following exceptions:
 - (i) Those exceptions referred to in paragraph 2(a), (b), (c), and (d) of this contract;
 - (ii) Liens, encumbrances, adverse claims or other matters which Purchasers have created, suffered or permitted to accrue after the date of this contract; and
 - (iii) The following liens or encumbrances:
- (b) Deliver to Purchasers the abstract of title to the Property or, if the title is registered, the owner's duplicate certificate of title.

4. PURCHASE PRICE. Purchasers shall pay to Seller, at 26995 120th Ave. NE, Newfolden, MN 56738, the sum of Thirty-seven and no/100 Dollars (\$ 37,000.00), as and for the purchase price for the Property, payable as follows:

\$1,000.00 on or before April 10, 2013 and \$700.00 on or before May 10, 2013 and each and every month thereafter until September 10, 2013 when said sum shall be \$500.00 per month and shall continue at the rate of \$500.00 per month until fully paid. *Purchaser shall pay a \$25.00 late penalty commencing on the 20th day of the month if the scheduled payment has not been made by said date.*

The unpaid balance of this contract shall bear interest at the rate of 7% per annum from April 10, 2013 and all payments shall be applied first to interest and the balance to the reduction of principal.

Except as permitted by the provisions of any applicable law, if the Subject Property or any interest therein shall be sold, transferred (including without limitation, where applicable, through sale or transfer of a majority or controlling interest of the corporate stock, or any general partnership, limited liability company or other similar interest, of Purchaser), mortgaged, assigned, encumbered or leased, whether voluntarily, involuntarily or by operation of law (each of which actions and events is called a "Transfer"), without Sellers's prior written consent, THEN Seller may, at its sole option, declare all Secured Obligations immediately due and payable in full. Purchaser shall notify Seller in writing of each Transfer within ten (10) business days of the date thereof.

5. PREPAYMENT. Unless otherwise provided in this contract, Purchasers shall have the right to fully or partially prepay this contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments.

6. REAL ESTATE TAXES AND ASSESSMENTS. Purchasers shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in the year 2008 and in all subsequent years. Real estate taxes and installments of special assessments which are due and payable in the year in which this contract is dated shall be paid as follows: Taxes due and payable in 2007 shall be prorated to the date of this contract.

Seller warrants that the real estate taxes and installments of special assessments which were due and payable in the years preceding the year in which this contract is dated are paid in full.

7. PROPERTY INSURANCE.

- (a) INSURED RISKS AND AMOUNT. Purchasers shall keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion for at least the amount of Full insurable value. If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Purchasers shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.
- (b) OTHER TERMS. The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchasers or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.
- (c) NOTICE OF DAMAGE. In the event of damage to the Property by fire or other casualty, Purchasers shall promptly give notice of such damage to Seller and the insurance company.

8. **DAMAGE TO THE PROPERTY.**
- (a) **APPLICATION OF INSURANCE PROCEEDS.** If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchasers under this contract, even if such amounts are not then due to be paid, unless Purchasers make a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of the Purchasers.
- (b) **PURCHASERS' ELECTION TO REBUILD.** If Purchasers are not in default under this contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchasers may elect to have that portion of such insurance proceeds necessary to repair, replace or restore the damaged Property (the repair work) deposited in escrow with a bank or title insurance company qualified to do business in the State of Nevada, or such other party as may be mutually agreeable to Seller and Purchasers. The election may only be made by written notice to Seller within sixty days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the repair work are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchasers, Seller and Purchasers shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the repair work, Purchasers shall, before the commencement of the repair work, deposit into such escrow sufficient additional money to insure the full payment for the repair work. Even if the insurance proceeds are unavailable or are insufficient to pay the cost of the repair work, Purchasers shall at all times be responsible to pay the full cost of the repair work. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchasers into such escrow before the commencement of the repair work. Purchasers shall complete the repair work as soon as reasonably possible and in a good and workmanlike manner, and in any event the repair work shall be completed by Purchasers within one year after the damage occurs. If, following the completion of and payment for the repair work, there remain any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchasers under this contract in accordance with paragraph 8(a) above.
9. **INJURY OR DAMAGE OCCURRING ON THE PROPERTY.**
- (a) **LIABILITY.** Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this contract to any person or persons or property while on or about the Property. Purchasers shall defend and indemnify Seller from all liability, loss, costs and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchasers shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.
- (b) **LIABILITY INSURANCE.** Purchasers shall, at their own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.
10. **INSURANCE, GENERALLY.** The insurance which Purchasers are required to procure and maintain pursuant to paragraphs 7 and 9 of this contract shall be issued by an insurance company or companies licensed to do business in the State of Nevada and acceptable to Seller. The insurance shall be maintained by Purchasers at all times while any amount remains unpaid under this contract. The insurance policies shall provide for not less than ten days written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchasers shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.
11. **CONDEMNATION.** If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchasers under this contract, even if such amounts are not then due to be paid. Such amounts shall be applied first to unpaid accrued interest and next to the installments to be paid as provided in this contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this contract or change the amount of such installments. The balance, if any, shall be the property of the Purchasers.
12. **WASTE, REPAIR AND LIENS.** Purchasers shall not remove or demolish any buildings, improvements, or fixtures now or later located on or part of the Property, nor shall Purchasers commit or allow waste of the Property. Purchasers shall maintain the Property in good condition and repair. Purchasers shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchasers shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.
13. **DEED AND MORTGAGE REGISTRY TAXES.** Seller shall, upon Purchasers' full performance of this contract, pay



the deed tax due upon the recording or filing of the deed to be delivered by Seller to Purchasers. The mortgage registry tax due upon the recording or filing of this contract shall be paid by the party who records or files this contract; however, this provision shall not impair the right of Seller to collect from Purchasers the amount of such tax actually paid by Seller as provided in the applicable law governing default and service of notice of termination of this contract.

14. **NOTICE OF ASSIGNMENT.** If either Seller or Purchasers assign their interest in the Property, a copy of such assignment shall promptly be furnished to the non-assigning party.
15. **PROTECTION OF INTERESTS.** If Purchasers fail to pay any sum of money required under the terms of this contract or fails to perform any of Purchasers' obligations as set forth in this contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this contract, as an additional amount due Seller under this Contract.

If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien, or encumbrance against the Property which is not herein expressly assumed by Purchasers, and provided Purchasers are not in default under this contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchasers may, at their option, pay any such delinquent amounts and deduct the amounts paid from the installment(s) next coming due under this contract.

16. **DEFAULT.** The time of performance by Purchasers of the terms of this contract is an essential part of this contract. Should Purchasers fail to timely perform any of the terms of this contract, Seller may, at Seller's option, elect to declare this contract cancelled and terminated by notice to Purchasers in accordance with applicable law. All right, title and interest acquired under this contract by Purchasers shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchasers pursuant to this contract shall belong to Seller as liquidated damages for breach of this contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchasers shall, upon demand, surrender possession of the Property to Seller, but Purchasers shall be entitled to possession of the Property until the expiration of such period.
17. **BINDING EFFECT.** The terms of this contract shall run with the land and bind the parties hereto and their successors in interest.
18. **HEADINGS.** Headings of the paragraphs of this contract are for convenience only and do not define, limit or construe the contents of such paragraphs.
19. **ASSESSMENTS BY OWNERS' ASSOCIATION.** If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, which assessments may become a lien against the Property if not paid, then:
 - (a) Purchasers shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents; and
 - (b) So long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amounts as are required by this contract, then:
 - (i) Purchasers' obligation in this contract to maintain hazard insurance coverage on the Property is satisfied; and
 - (ii) The provisions in paragraph 8 of this contract regarding application of insurance proceeds shall be superseded by the provisions of the declaration or other related documents; and
 - (iii) In the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchasers are hereby assigned and shall be paid to Seller for application to the sum secured by this contract, with the excess, if any, paid to Purchasers.

20. **ADDITIONAL TERMS:**

SELLERS(S)

Lavern D. Reierson
Lavern D. Reierson

Mary L. Reierson
Mary L. Reierson

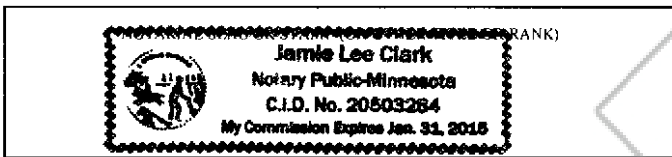
PURCHASERS

James D. Winters
James D. Winters

Hollie D. Winters
Hollie D. Winters

State of Minnesota)
County of PENNINGTON) ss.

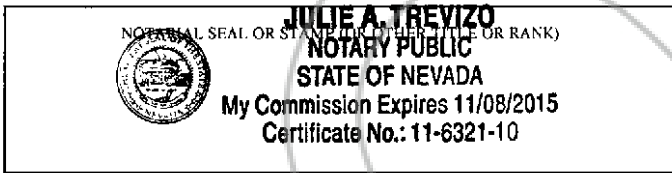
The foregoing instrument was acknowledged before me this 2nd day of April, 2013,
by Lavern D. Reierson and Mary L. Reierson, husband and wife



Jamie Lee Clark
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

State of Nevada)
County of LANDER) ss.

The foregoing instrument was acknowledged before me this 8 day of April, 2013,
by James D. Winters, Jr. and Hollie D. Winters, husband and wife



Julie Trevizo
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Tax Statements for the real property described in this instrument should be sent to:

THIS INSTRUMENT WAS DRAFTED BY (NAME & ADDRESS):

James D. Winters & Hollie D. Winters
P.O. Box 211148
Crescent Valley, NV 89821

FAILURE TO RECORD OR FILE THIS CONTRACT FOR DEED MAY GIVE OTHER PARTIES PRIORITY OVER PURCHASER'S INTEREST IN THE PROPERTY.



STATE OF NEVADA
DECLARATION OF VALUE FORM

Recording requested By
DARREL J WINTERS JR

Eureka County - NV

Mike Rebaleati - Recorder

Page 1 of 1 Fee: \$19.00
Recorded By: FES RPTT \$144.30
Book- 549 Page- 0270

1. Assessor Parcel Number(s)

- a) 02-016-19
- b) _____
- c) _____
- d) _____

2. Type of Property:

- a) Vacant Land
- b) Single Fam. Res.
- c) Condo/Twnhse
- d) 2-4 Plex
- e) Apt. Bldg
- f) Comm'l/Ind'l
- g) Agricultural
- h) Mobile Home
- Other _____

FOR RECORDERS OFFICIAL USE ONLY
 Book: _____ Page: _____
 Date of Recording: _____
 Notes: _____

3. Total Value/Sales Price of Property

\$ 37,000.00

Deed in Lieu of Foreclosure Only (value of property) (_____)

Transfer Tax Value:

\$ 37,000.00

Real Property Transfer Tax Due

\$ 144.30

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 parties agree that 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 _____ Capacity _____

Signature _____ Capacity _____

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

Print Name: Lavern D. Reiersen & Mary L.
Address: 26995 120th Ave. NE Reiersen
City: Newfolden
State: MN Zip: 56738

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: James D. Winters & Hollie D. Winters
Address: P.O. Box 211148
City: Crescent Valley
State: NV Zip: 89821

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: _____ Escrow #: _____
Address: _____
City: _____ State: _____ Zip: _____