



0227004

PROPERTY SALE AGREEMENT

Michael A. and Heather Mears, (herein referred to as the "Seller"), hereby agrees to sell to Jeffrey and Michele Jones, (herein referred to as the "Buyer"), the real property set forth below and all improvements thereon (herein referred to as the "Property"), and the Buyer agrees to purchase said Property from the Seller on the terms and conditions set forth in this agreement.

1. **DESCRIPTION:** The Property is located in Eureka County, Nevada and is commonly known as 470 Nob Hill Avenue, Eureka, Nevada 89316, and is legally described as follows:

Lot B of Block 78, Townsite of Eureka, Nevada
2. **PURCHASE PRICE:** The total purchase price to be paid for the Property by the Buyer is payable as follows:
 - a. **TOTAL PURCHASE PRICE:** Sixty Thousand Dollars (\$60000).
 - i. **Initial deposit amount:** Six Thousand Dollars (\$6000).
 1. The initial deposit is due on: January 1, 2014.
 - ii. **Amount due at closing:** Zero Dollars.
 - iii. **Balance due the Seller by promissory note of the Buyer subject to the requirements set forth in this agreement:** Fifty-Four Thousand Dollars (\$54000).
3. **DEED:** It is agreed that the Property will be conveyed by recordable joint tenancy deed, subject to general real estate taxes for the current year, covenants, conditions, restrictions of record, and easements of record.
4. **BUYER** will pay for recordation of deed and both the Buyer and the Seller, on a prorated basis, will pay their share of prepaid insurance, taxes, and interest, if any.
5. **PRORATED ITEMS:** All rents, water taxes or charges, taxes, assessments, monthly mortgage insurance premiums, fuel, prepaid service contracts, and interest on existing mortgages shall be prorated as of the date of closing. All mortgage payments required of the Seller to be made shall be current as of the time of closing. If the exact amount of real estate taxes cannot be ascertained at the time of closing, the Buyer and the Seller agree to prorate said taxes on the basis of 110% of the last ascertainable amount.

6. **PERFORMANCE:** Time is of the essence of this agreement. Should the Buyer fail to perform this agreement, then at the option of the Seller and upon written notice to the Buyer, the earnest money shall be forfeited by the Buyer as liquidated damages and this agreement shall thereupon become null and void and the Seller shall have the right, if necessary and applicable, to re-enter and take possession of the premises aforesaid, and all right in and title to the premises and any and all improvements made upon said premises by the Buyer shall vest in the Seller. The losing party shall pay all reasonable attorneys' fees and costs incurred by the prevailing party in enforcing the terms and provisions of this agreement, including forfeiture or specific performance, or in defending any proceeding to which the Buyer or the Seller is made a party as a result of the acts or omissions of the other party.
7. **CONDITION OF THE PROPERTY:** The Seller agrees to deliver the Property to the Buyer in its present condition, ordinary wear and tear excepted.
8. **OCCUPANCY:** The Seller shall deliver possession to the Buyer no later than the closing date unless otherwise stated herein. The Seller represents that there are no persons occupying the Property
9. **SELLER FINANCING:** According to paragraph 1(a)(iii) above, it is understood that the Buyer will execute and deliver at the closing, a Promissory Note to the Seller. The said Promissory Note shall be secured by a mortgage mutually agreed upon by the Parties.
10. **LOCAL ORDINANCES:** The Seller shall procure for the Buyer, at the Seller's expense, all certificates of inspection, certificates of occupancy, or the like required under the terms of any local ordinance.
11. **PERSONAL PROPERTY INCLUDED IN THE PURCHASE PRICE:** All items of personal property to be included in the sale shall be conveyed from the Seller to the Buyer by an itemized Bill Of Sale.
12. **GOVERNING STATE:** This agreement shall be construed under the laws of the State of Nevada.
13. **NOTICES:** Any notices required to be given herein shall be sent to the parties listed below at their respective addresses either by personal delivery or by certified mail - return receipt requested. Such notice shall be effective upon delivery.



In witness whereof, the parties signed their names on the dates in the year set forth below.

Buyer:

Date: 9.17.13

Michele Jones Jeffrey

Jeffrey and Michele Jones
P.O. Box 179
Eureka, Nevada 89316

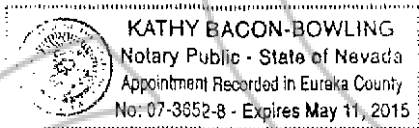
Seller:

Date: 9-17-2013

Michael A. Mears

Heather Mears

Michael A. and Heather Mears
451 N O' Neil Avenue
Eureka, Nevada 89316



Kathy Bacon-Bowling



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