

065-060-07

Mail Top Statement to

TITLE PAGE

Wm B. Leppala

479th STREET

CRISSENT VLY, NV 89821

DOC # 0229067

01/26/2015

02:57 PM

Official Record

Recording requested By
BILL LEPPALA

Eureka County - NV

Sara Simmons - Recorder

Fee: \$42.00

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RPTT: \$23.40

Recorded By: LH

Book- 576 Page- 0412



0229067

CONTRACT FOR DEED

DOCUMENT TITLE

REQUESTED BY

Affidavit

The State of Montana
County of Lewis and Clark

I, Edwin Ternes and Mary Ternes of
Helena, Montana, Make Oath AND Say That:

Purchaser William Heppala and Patricia
Heppala have completed making all payments
to the Contract For Deed on property located
in Eureka County, State of Nevada, described
as follows:

Sec 25 T-31N R48E S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$

X Edwin Ternes 1-20-15
Edwin TERNES

X Mary J. Ternes 1-20-15
Mary J. Ternes

STATE OF MONTANA
County Lewis and Clark

On this 20th day of January, 2015,
before me, a Notary Public for the State of Montana, personally appeared
Edwin and Mary Ternes to me to be the person(s)
whose name is subscribed to the foregoing instrument, and they acknowledged to me that
they executed the same.

SEAL

Nickole Raymond
Notary Public for the State of Montana
Residing at Helena, MT
My Commission expires Sept. 20, 2016



NICKOLE RAYMOND
NOTARY PUBLIC for the
State of Montana
Residing at Helena, Montana
My Commission Expires
September 20, 2016



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\$600 down

406-442-2650 Home
406 439-9894 Cell

CONTRACT FOR DEED

Installment Land Contract

THIS AGREEMENT FOR DEED made this 30 day of APRIL, 20 13, by and between;

ED TERNES

(herein called "Vendor") having its principal place of business at 243 ANDERSON BLVD Helena, MT
and William and Patricia Leppala LEPPALA 59601
residing at 479 4th St. GAB: Crescent VALLEY, NV 89821
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 Vendor 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:

SEC 25 T-31N R48E S1/2 S1/2 SE1/4 NW1/4

2. Price.

The total purchase price of the above-described property shall be the sum of: Six Thousand Dollars

(\$ 6,000) payable at the times and in the manner following:

(a) Purchaser is hereby given credit in the amount of Three hundred 300.00 Dollars

(\$ 3,000.00) for down payment heretofore made by Purchaser to Vendor, receipt of which is hereby acknowledged by Vendor;

(b) The balance of the purchase price, being the sum of Five Thousand Seven hundred Dollars

(\$ 5,700.00) to bear interest at the rate of EGHT Percent (8 %) per annum, shall be paid at the rate of Three hundred per month, (\$ 300) beginning on MAY 30th, 20 13 and on the

30th day of each and every calendar month thereafter until sum is paid in full;

(c) Said payment shall be paid directly to ED TERNES 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.

William B. Leppala
Signature of Purchaser

WILLIAM LEPPALA
Print name here

Patricia A. Leppala
Signature of Purchaser

PATRICIA A. LEPPALA
Print name here

Signature of Vendor

Print name here

Signature of Vendor

Print name here

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20____, personally appeared before me, a Notary Public,

☐ personally known to me OR ☐ proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the foregoing instrument in the capacity set forth therein who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned. Witness my hand and official seal.

Notary Public

My commission expires: _____

Consult an attorney if you doubt this forms fitness for your purpose.

RES169

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Contract for Deed



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Initials _____

STATE OF NEVADA
DECLARATION OF VALUE FORM

DOC # DV-229067

01/26/2015

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BILL LEPPALA

Eureka County - NV

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Page 1 of Fee: \$42.00
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Date of Recording:

Notes:

1. Assessor Parcel Number(s)

- a) 005-060-07
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 —

3. Total Value/Sales Price of Property

Deed in Lieu of Foreclosure Only (value of property)

Transfer Tax Value:

Real Property Transfer Tax Due

\$ 6000.00

()

\$ 6,000.00

\$ 28.35

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section

b. Explain Reason for Exemption:

5. Partial Interest: Percentage being transferred: 100 %

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:

Address:

City:

State:

Zip:

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

Print Name:

Address:

City:

State:

Zip:

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

Print Name:

Escrow #:

Address:

City:

State:

Zip:

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED