

THIS SPACE PROVIDED FOR RECORDER'S USE

APN - 001-038-05

DOC # 0233236

06/15/2017 02:02 PM

Official Record

Recording requested By
ARTHUR MILES

**Eureka County - NV
Lisa Hoehne - Recorder**

Fee: \$24.00 Page 1 of 11
RPTT: \$234.00 Recorded By: CH
Book- 602 Page- 0134



WHEN RECORDED RETURN TO:

CONTRACT FOR DEED

This Contract ("Contract") is effective as of June 09, 2017 by and between

- Patric K Beene et al, a single person,
- Abbi M. Beene, a single person,
- William W. Beene, a single person,

hereinafter referred to as "SELLER," whether one or more, and

- Arthur James Miles, #15 Railroad Street, Eureka, Eureka County, Nevada, 89316,
hereinafter referred to as "BUYER," whether one or more, on the terms and conditions and for the
purposes hereinafter set forth.

PROPERTY. The property sold under this contract is located at 401 Whittenburg Street, Eureka,
Nevada 89316 in Eureka County and is legally described as

Beginning at Corner No. 1 of this parcel of ground from which the Southwest corner of Lot 11,
Block 17, bears South 73°29' West West 58.8 feet, said Southwest corner of Lot 11 is located
by survey from the W.D. (Witness Corner) for the West 1/2 Corner of Section 3, Township 19
North, Range 53 East, M.D.B.&M., by the following courses and distances, to wit; South 19°03'
East, 227.44 feet, North 77°26' East 115.00 feet; and South 57°96' East 119.49 feet; Running
from said point of Beginning, at Corner No. 1 thence North 16°31' West 56 feet, more or less, to
Corner No. 2, a point in the North side lien of Lot 12 of said Block 17, thence North 73°29' East
79.62 feet to Corner No. 3; thence identical with the Northeast Corner of said Lot 12, thence
South 6°41' East 57 feet more or less to Corner No. 4, identical with the Southeast Corner of said

Lot 11; thence South 73°29' West 69.96 feet more or less, to Corner No. 1, the place of Beginning, containing an area of 4188 square feet, and known as those portions of lots 11 and 12, in Block 17 of the Town of Eureka, Nevada. Also, all of lots 13, 14, 15, 16, 17 in Block 17 of the Town of Eureka, Nevada. EXCEPTING THEREFROM all uranium, thorium, or any other materials which is or may be determined to be peculiarly essential in the production of fissionable materials in and under said land reserved by the United States of America, in Patent recorded December 19, 1947, in Book 23, Page 226, Deed Records, Eureka County, Nevada. APN 001-038-05.

hereinafter referred to as "the Property."

PURCHASE PRICE. The agreed upon sales price for the Property is \$60,000.00 with no interest.

TERMS OF PAYMENT. Payments under this contract should be submitted to Patric K Beene at 1327 Muscatel Avenue, Carlsbad, New Mexico 88220.

The unpaid principal shall be payable in monthly installments beginning on July 09, 2017, and continuing until July 09, 2027 (the "Due Date"), at which time the remaining unpaid principal shall be due in full.

All payments on this Contract shall be applied first in payment of accrued interest, if applicable, and any remainder in payment of principal.

If any payment obligation under this Contract is not paid when due, the remaining unpaid principal balance and any accrued interest, if applicable, shall become due immediately at the option of the Seller.

LATE PAYMENT CHARGE. The Buyer promises to pay a late charge of \$50.00 for each installment that remains unpaid more than 10 day(s) after its Due Date. This late charge shall be paid as liquidated damages in lieu of actual damages, and not as a penalty.

NON-SUFFICIENT FUNDS. The Buyer shall be charged the maximum amount allowable under applicable law for each check that is returned to Seller for lack of sufficient funds in addition to any late payment charges allowable under this Contract.

PREPAYMENT. The Buyer reserves the right to prepay this Contract (in whole or in part) prior to the Due Date with no prepayment penalty.

ENCUMBRANCES. The Seller guarantees the Property is not currently encumbered and further agrees to take no action causing the Property to become encumbered so long as this Contract is in effect.

MAINTENANCE AND IMPROVEMENTS. Buyer agrees that any and all buildings, permanent fixtures and improvements currently on or subsequently added to the land or Property



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may not be removed, but will remain on the Property until the contract is fully performed. In the event of default by the Buyer under this Contract, any and all permanent fixtures and improvements made on the Property will remain with the Property.

POSSESSION. Buyer will maintain possession of the Property upon execution of this Contract.

CONDITION OF PREMISES. The Buyer recognizes the Property is being sold as is and the Seller is under no obligation to make any improvements or repairs during the time of this Contract.

INSURANCE. Buyer agrees to maintain adequate property insurance on the Property equal to the assessed value of the Property from the date of signing this agreement. The Buyer shall immediately notify the Seller of any lapse in coverage. The Buyer is responsible for maintaining insurance on any personal property or other items the Buyer places inside or on the Property.

TAXES AND ASSESSMENTS. Seller agrees to pay all taxes including but not limited to federal, state, and municipal, that arise as a result of this sale, excluding income taxes.

Buyer shall pay all real estate taxes and assessments that may be levied against the Property. Buyer shall be responsible for all personal taxes or assessments that result from the Buyer's use of the Property.

REMEDIES ON DEFAULT. In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may elect to cancel this Contract if the default is not cured within 20 days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default. The Seller maintains the right and authority to reclaim the Property or to foreclose on the property if the default is not cured within 20 days.

DEED. Upon receipt of all payments required under this Contract, the Seller will furnish the Buyer with a Warranty Deed wherein the Seller conveys all of their interest in the Property to the Buyer. The Buyer shall be responsible for cost of recording the deed.

ABSTRACT/TITLE POLICY. The Seller will provide the Buyer with an updated abstract evidencing clear title or other accepted title documents upon receipt of all payments under this Contract.

NOTICES. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

ASSIGNMENT. Neither party may assign or transfer this Contract without prior written consent of the other party, which consent shall not be unreasonably withheld.



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ATTORNEY FEES. If any payment obligation under this Contract is not paid when due, the Buyer promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

ENTIRE CONTRACT/AMENDMENT. This Contract for Deed contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Contract for Deed. This Contract for Deed may be modified or amended in writing, so long as all parties obligated under this Contract sign the agreement.

SEVERABILITY. If any portion of this Contract for Deed shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract for Deed is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Buyer agrees to indemnify, hold harmless, and defend Seller from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, which Buyer may suffer or incur in connection with Buyer's possession, use or misuse of the Property, except due to Seller's negligent acts or omissions.

GOVERNING LAW. This Contract for Deed shall be construed in accordance with the laws of the State of Nevada.

WAIVER. The failure of either party to enforce any provisions of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract for Deed.

OTHER PROVISIONS. The buyer will pay to the seller \$15,000.00 as a down payment, leaving a remaining balance of \$45,000.00. The buyer will pay to the seller \$375.00 a month as installments by depositing into sellers Nevada State Bank account. The seller will maintain accounting records for installments with buyer receiving receipts of transactions. The current tenants have 30 days from date of contract before they are required to vacate, whom consists of Brandon, LaErin and Chaos Parmley.

TAX EXEMPTION. Seller will be entitled to claim the property for the Federal Homestead Property Tax Exemption and any other exemption, should the property be eligible for such an exemption.

RECORDING. This Contract will be recorded by the Buyer immediately upon execution by all parties. The Buyer shall be responsible for the recording fees associated with recording the Contract.



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Deed Drafted By:
Patric K Beene
1327 Muscatel Avenue
Carlsbad, New Mexico, 88220
775-340-7122

COPY



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SELLER:

DATED: June 9, 2017

Patric K. Beene

Patric K Beene et al
1327 Muscatel Avenue
Carlsbad, New Mexico, 88220

STATE OF NEW MEXICO, COUNTY OF EDDY, ss:

This instrument was acknowledged before me on this 9th day of June,
2017 by Patric K Beene et al.



OFFICIAL SEAL
Juan F. Murillo
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: 02/03/2020

Juan F. Murillo
Notary Public

Notary Public
Title (and Rank)

My commission expires 02/03/2020



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SELLER:

DATED: 6.9.17

Abbi M. Beene

Abbi M. Beene
506 12th Street
Carlsbad, New Mexico, 88220

STATE OF NEW MEXICO, COUNTY OF EDDY, ss:

This instrument was acknowledged before me on this 9th day of June,
2017 by Abbi M. Beene.



OFFICIAL SEAL
Juan F. Murillo
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: 02/03/2020

Juan F. Murillo
Notary Public

Notary Public
Title (and Rank)

My commission expires
02/03/2020



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SELLER:

DATED: June 9, 2017

William W. Beene by Patric K. Beene as Attorney-In-Fact

William W. Beene
1327 Muscatel Avenue
Carlsbad, New Mexico, 88220

STATE OF NEW MEXICO, COUNTY OF EDDY, ss:

This instrument was acknowledged before me on this 9th day of June, 2017 by William W. Beene.



OFFICIAL SEAL
Juan F. Murillo
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: 02/03/2020

Juan F. Murillo
Notary Public

Notary Public
Title (and Rank)

My commission expires
02/03/2020



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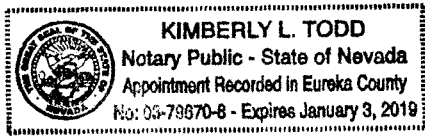
BUYER:

DATED: 6/15-17

Arthur James Miles
Arthur James Miles
#15 Railroad Street
Eureka, Nevada, 89316

STATE OF NEVADA, ss: COUNTY OF EUREKA, ss:

This instrument was acknowledged before me on this 15 day of June,
2017 by Arthur James Miles.



Kimberly L. Todd
Notary Public

Notary Public
Title (and Rank)

My commission expires January 3, 2019

CONTRACT FOR DEED
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before purchasing pre-1978 housing, Seller's must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Buyers must also receive a federally approved pamphlet on poisoning prevention.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (Check (i) or (ii) below):

(i) Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents):

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial)

(c) Buyer has received copies of all information listed above.

(d) Buyer has received the pamphlet Protect Your Family From Lead In Your Home.

Agent's Acknowledgment (initial)

(e) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their

knowledge, that the information they have provided is true and accurate.

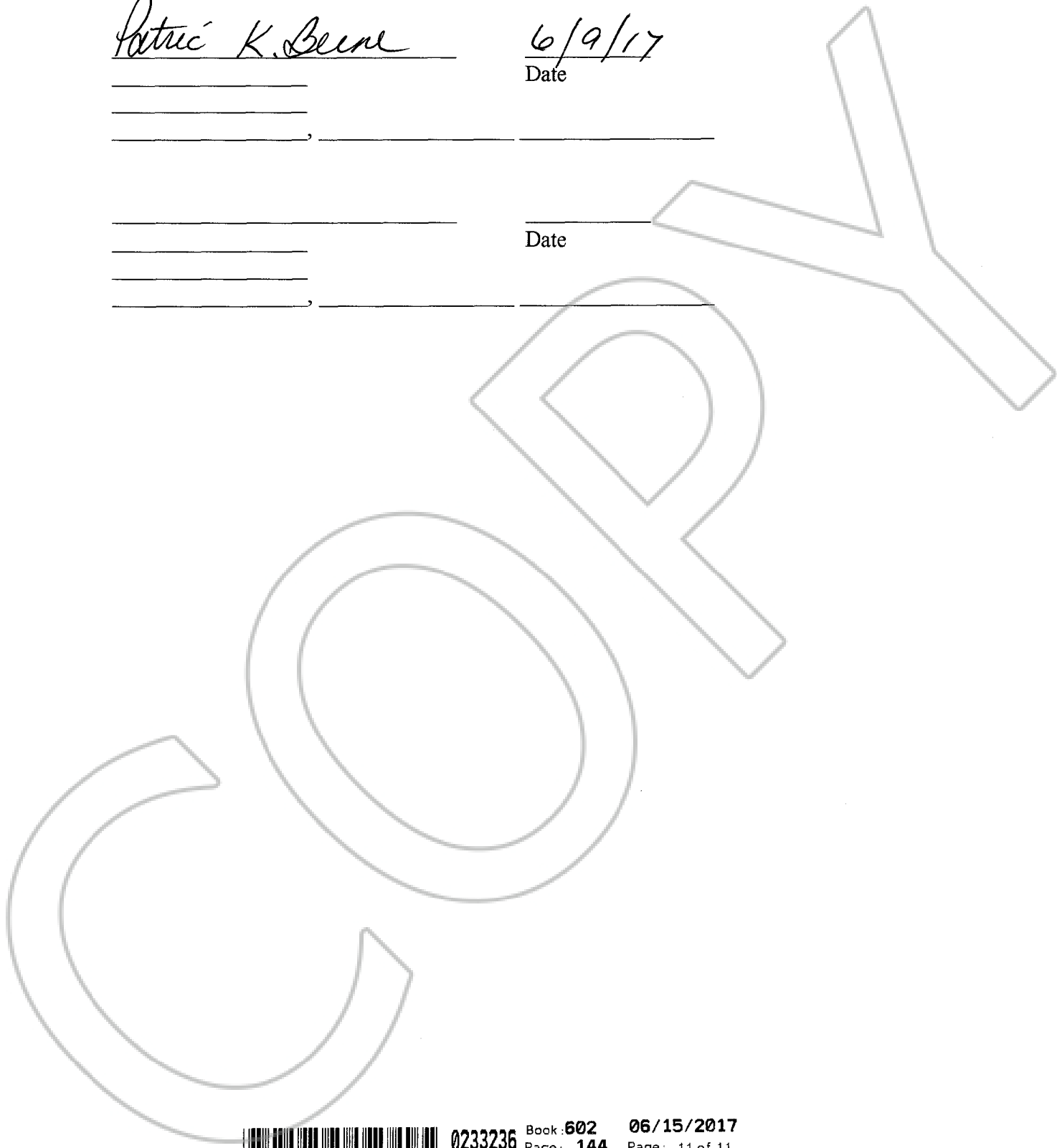
Patrick K. Beane

6/9/17
Date

_____, _____

_____, _____

Date



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STATE OF NEVADA
DECLARATION OF VALUE FORM

Recording requested by
ARTHUR MILES

Eureka County - NV

Lisa Hoehne - Recorder

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1. Assessor Parcel Number(s)

- a) 001 038 05
- 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'/Ind'l
- g) Agricultural
- h) Mobile Home
- Other _____

FOR RECORDER'S OFFICIAL USE ONLY

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Date of Recording: _____

Notes: _____

3. Total Value/Sales Price of Property

\$ 600,000.

Deed in Lieu of Foreclosure Only (value of property)

(_____)

Transfer Tax Value:

\$ 234.00

Real Property Transfer Tax Due

\$ _____

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 Arthur Miles Capacity Buyer

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Pat Beene
Address: 1327 Minicatel Ave
City: Carlsbad
State: New Mex Zip: 88220

Print Name: Arthur J. Miles
Address: POB #1
City: Eureka
State: NV Zip: 89316

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

Print Name: _____ Escrow #: _____

Address: _____

City: _____ State: _____ Zip: _____