

EUREKA COUNTY, NV

2022-248245

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LANDING PEACE LLC

KATHERINE J. BOWLING, CLERK RECORDER

APN # 003-101-02

Recording Requested By:

Name Landing Peace LLC

Address 1708C Augusta St #201

City/State/Zip Greenville, SC 29605

Notice of Cancellation of Contract for Deed
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fees applies)

APN #: 003-101-02

Recording Requested By:

Landing Peace LLC

Return Documents to:

Name: Landing Peace LLC

Address: 1708C Augusta St, #201

City/State/Zip: Greenville, SC 29605

Send Tax Statements to:

Name: Landing Peace LLC

Address: 1708C Augusta St, #201

City/State/Zip: Greenville, SC 29605

Notice of Cancellation of Contract for Deed

KNOW ALL MEN BY THESE PRESENTS THAT:

On June 4, 2022, Landing Peace LLC, hereinafter called *Seller*, and Jon Fields and Dennis Ford, hereinafter called *Buyer*, entered into a Contract for Deed (the *Contract*), a copy of which is attached hereto as **Contract for Deed** and made a part hereof, covering the property located in the County of Eureka, State of Nevada and is described as: **Township 30N, Range 48E, Section 21, APN: 003-101-02**

Buyer defaulted in the payments due under the Contract and on January 1, 2018, Seller forwarded to Buyer by U. S. Mail, postage prepaid, a Notice of Default Regarding Past Due Payments under Contract for Deed, a copy of which is attached hereto as **Notice of Default** and made a part hereof.

Buyer failed to cure said default, and on March 11, 2018, Seller forwarded to Buyer by U. S. Mail, postage prepaid, a Final Notice of Default Regarding Past Due Payments under Contract for Deed, a copy of which is attached hereto as **Final Notice of Default** and made a part hereof.

Buyer failed to cure said default, and on April 10, 2018, Seller forwarded to Buyer by U. S. Mail, postage prepaid, a Final Notice of Forfeiture and Demand that Buyer Vacate the Property, a copy of which is attached hereto as **Final Notice of Forfeiture and Demand that Buyer Vacate the Property** and made a part hereof.

Seller is now in possession of said Property.

Prior instrument reference: Book 589, Page 0376, Document No. 0231071, of the Recorder of Eureka County, Nevada.

Witness my signature this the 4th day of June, 2022.

Justin Atwood
(Printed Name of Seller)

[Signature]
(Signature of Seller)

State of South Carolina
County of Greenville

The foregoing instrument was acknowledged before me on June ⁷~~4~~, 2022, by
JUSTIN M. Atwood (Full Name of Signer).



N.K. GOR
Notary Public, State of Nevada
(Seal) S.C.

N.K. GOR
Print or Type Name

My Commission Expires: 1-16-2024

Seller's Name: Landing Peace LLC
Address: 1708C Augusta St, #201, Greenville, SC 29605
Phone 864-869-8484
Send Tax Statements to Seller

THIS SPACE PROVIDED FOR RECORDER'S USE

**PARCEL NUMBER: 003-101-02
WHEN RECORDED RETURN TO:
Landing Peace LLC
4335 Van Nuys Blvd, Suite 417
Sherman Oaks, CA 91403**

CONTRACT FOR DEED

This Contract ("Contract") is effective as of March 03, 2016 by and between

- Landing Peace LLC, Justin Atwood, Manager,

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

**- John Fields and Dennis Ford, 1 Spinning Wheel Lane, Rehoboth Beach, Sussex County County,
Delaware, 19971,**

**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 309 N 10th Street, Crescent
Valley Ranch and Farms Unit 4, Nevada in Eureka County County and is legally described as

**Lot 3, Block 13, Crescent Valley Ranch & Farms, Unit 4 as recorded Section 21, Township 30N,
Range 48E**

hereinafter referred to as "the Property."

PURCHASE PRICE. The agreed upon sales price for the Property is \$2,750.00 with interest from April 01, 2016, on the unpaid principal at the rate of 5% per annum. The Seller hereby acknowledges receipt of a down payment or earnest money totaling \$200.00 which shall be deducted from the total purchase price indicated above.

TERMS OF PAYMENT. Payments under this contract should be submitted to Landing Peace LLC at 4335 Van Nuys Blvd, Suite 417, Sherman Oaks, California 91403.

Unpaid principal after the Due Date shown below shall accrue interest at a rate of 5% annually until paid.

The unpaid principal and accrued interest shall be payable in monthly installments of \$50.00, beginning on May 1, 2016, and continuing until April 1, 2021 (the "Due Date"), at which time the remaining unpaid principal and interest 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. There will be no late payment charge for payments received after the Due Date.

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 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.

Seller 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 30 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 30 days.

DEED. Upon receipt of all payments required under this Contract, the Seller will furnish the Buyer with a Grant Deed wherein the Seller conveys all of their interest in the Property to the Buyer. The Seller 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.

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.

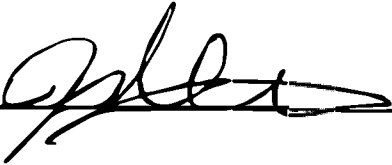
WAIVER. The failure of either party to enforce any provisions of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract for Deed.

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 Seller shall be responsible for the recording fees associated with recording the Contract.

SELLER:

DATED: 3/12/16



Justin Atwood, Manager, on behalf of

Landing Peace LLC
4335 Van Nuys Blvd, Suite 417
Sherman Oaks, California, 91403

A notary public or other officer completing this certificate verifies only the identity of the individual(s) who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On March 12, 2019 before me, Stephanie Lawrence, personally appeared Justin Atwood, Manager, on behalf of Landing Peace LLC, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.





Signature of Notary Public

(Notary Seal)

BUYER:

DATED: 3/7/12

[Signature]

John Fields
1 Spinning Wheel Lane
Rehoboth Beach, Delaware, 19971

STATE OF DELAWARE, ss:COUNTY OF SUSSEX, ss:

This instrument was acknowledged before me on this 07th day of March,
2012 by John Fields.



[Signature]
Notary Public

[Signature]
Title (and Rank)

My commission expires April 11, 2017

January 10, 2018

Re: Notice of Default

John Fields & Dennis Ford
1 Spinning Wheel Lane
Rehoboth Beach, DE 19971

Dear John and Dennis,

This letter is the notice required to be given to you pursuant to the terms of the two Contracts for Deed, dated March 3, 2016 (the "Contracts"), between you and/or your entity and Landing Peace, LLC, ("LP"). Per our Contract as of January 1, 2018 you are more than 30 days past due.

The amount of the delinquency is \$208.32 including late charges and interest.
As set forth in the Contract, you have 30 days from January 10, 2018 to make your note current.

If the delinquency is not satisfied before February 10, 2018, you will have defaulted in your performance according the terms of the Contracts.

If payment is not received in the next 30 days, LP elects to terminate the Contract according to its terms and conditions.

Should you have any questions or concerns, please contact me at (424) 272-5838.

Sincerely,

Landing Peace, LLC


Justin Atwood - Manager

March 11, 2018

Re: Final Notice of Default

John Fields & Dennis Ford
1 Spinning Wheel Lane
Rehoboth Beach, DE 19971

Dear John and Dennis,

This letter is the FINAL notice required to be given to you pursuant to the terms of the two Contracts for Deed, dated March 3, 2016 (the "Contracts"), between you and/or your entity and Landing Peace, LLC, ("LP"). Per our Contract as of March 1, 2018 you are more than 90 days past due.

The amount of the delinquency is \$624.96 including late charges and interest.
As set forth in the Contract, you have 30 days from March 11, 2018 to make your note current.

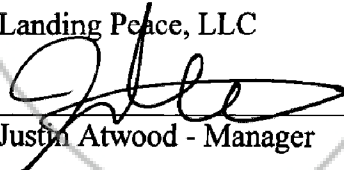
If the delinquency is not satisfied before April 10, 2018, you will have defaulted in your performance according the terms of the Contracts.

If payment is not received in the next 30 days, LP elects to terminate the Contract according to its terms and conditions.

Should you have any questions or concerns, please contact me at (424) 272-5838.

Sincerely,

Landing Peace, LLC



Justin Atwood - Manager

FINAL NOTICE OF FORFEITURE AND DEMAND
THAT PURCHASER VACATE THE PROPERTY

TO: John Fields & Dennis Ford
1 Spinning Wheel Lane
Rehoboth Beach, DE 19971

THIS NOTICE concerns the contract for deed entered into by and between Landing Peace LLC (SELLER) and John Fields and Dennis Ford (PURCHASER) and the transfer of the Property located in the County of Eureka, State of Nevada and is described as: Township 30N, Range 48E, Section 21, APN: 003-101-02

Purchaser is now placed on notice of the following:

- (a) You failed to perform under your contract;
- (a) On the date performance was due, any provision of the contract which made time of the essence had not been waived or reinstated in any manner;
- (b) YOU WERE PROVIDED A NOTICE OF DEFAULT DESCRIBING THOSE CONTRACT TERMS WHICH WERE NOT MET BY YOU AND THE PERFORMANCE REQUIRED TO COMPLY;
- (c) YOU DID NOT COMPLY WITH THE REQUIREMENTS OF THE DEFAULT NOTICE prior to expiration of the period provided for in the notice;
- (d) YOU HAVE NOW FORFEITED all right, title and, interest of the Property, and are subject to the declaration that your rights be declared to be forfeited and to revert to the Seller in accordance with the terms of the contract and the laws of the State of Nevada.
- (e) YOU are requested to vacate the property within ten (10) days from the date of this notice. If you fail to vacate the property, you will be evicted.

April 10, 2018
(DATE)



(SIGNATURE OF SELLER)

Justin Atwood

(PRINTED NAME)