

AGREEMENT FOR THE SALE OF REAL ESTATE  
UNDER ESCROW

THIS AGREEMENT made and entered into this 26<sup>th</sup> day of April, A.D. 1972, by and between Eldon Morris and Bertha Morris, husband and wife, hereinafter called the parties of the first part, and John G. Baker and Barbara Jo Baker, husband and wife, hereinafter called the parties of the second part, WITNESSETH:

That the parties of the first part agrees to sell and the parties of the second part agrees to purchase that certain real property situate in the town of Pioche, County of Lincoln, State of Nevada, and bounded and described as follows, to-wit:

All of lots Numbered Seven (7) and Eight (8) in Block Numbered Five (5) as said lots and block are delineated on the official plat of said town, now on file and of record in the office of the County Recorder of said Lincoln County, and to which said plat and the records thereof reference is hereby made for further particular description.

Together with any and all improvements and buildings situate thereon.

The purchase price of said property is hereby agreed to be the sum of \$12,000.00, lawful money of the United States of America, \$3,000.00 cash down payment, the receipt of which is hereby acknowledged, and the balance payable in equal consecutive monthly installments of \$100.00 each, commencing on or before the 10th day of June, 1972, and \$100.00 on or before the 10th day of each month thereafter until the full purchase price, together with the interest at the rate of Six Per Cent (6%) per annum has been paid. The monthly installments of \$100.00 shall include the interest, interest to be paid first and the balance thereof to be applied to the principal.

It is agreed and understood that the second parties has been let into possession of the said premises and may occupy the same throughout their compliance with the terms of this agreement.

The second parties hereto agrees to pay all taxes and assessments of whatsoever nature which are or may be levied or assessed against the said real property, or which may become due thereon until said property has been fully paid. Second parties also agrees to purchase adequate fire and damage insurance with loss payable clause to the parties of the first part as their

interest may appear.

It is agreed and understood that the parties of the first part have simultaneously with this agreement executed a Joint Tenancy Bargain and Sale Deed conveying the said premises and property to the second parties, and the parties hereto agree that said deed shall be forthwith deposited in escrow with the Nevada National Bank, Pioche Branch, at Pioche, Nevada, together with an executed triplicate of this agreement, with instructions to said Nevada National Bank to accept the payments and to deliver said deed to the parties of the second part.

It is further agreed and understood that time is of the essence of this contract, and should the second parties fail to pay at the time and in the manner herein provided, the parties of the first part, may, in writing notify the second parties, of such default, specifying the nature of the same and should the second parties fail for thirty (30) days thereafter to make such payment, or to correct the said default, the first parties may then give to the second parties written notice of forfeiture, and demand of the said Nevada National Bank, Pioche Branch, re-delivery of the said deed. Upon default, notice of forfeiture, and demand, the said Nevada National Bank, Pioche Branch, is hereby authorized to make such re-delivery of said deed to the parties of the first part, and thereupon the said property and all right, title and interest thereof shall revert to the said first parties, and they may enter upon the same with or without process of law and be under no further obligation to convey the same, and all payments theretofore made shall be forfeited as rent and liquidated damages.

It is understood and agreed that should the parties of the first part, extend the time of payment of the purchase price, or accept payments from the second parties, less than according to the terms herein mentioned, or fail to demand re-delivery of deed upon the occurrence of any default, neither such extension, acceptance, nor any forbearance by said first parties shall be deemed to be a waiver of their right to forfeiture and re-delivery of deed for the same or any subsequent default.

It is hereby expressly understood and agreed between the parties that the second parties accept the said property in its present condition and that there are no representations covenants, or agreements between the parties hereto with reference to said property, except as herein specifically set forth.

It is mutually covenanted and agreed that the provisions of this contract shall apply to and bind the heirs, executors, administrators and assigns of the respective parties hereto.

WITNESS OUR HANDS, this 26<sup>TH</sup> day of APRIL A.D. 1972.

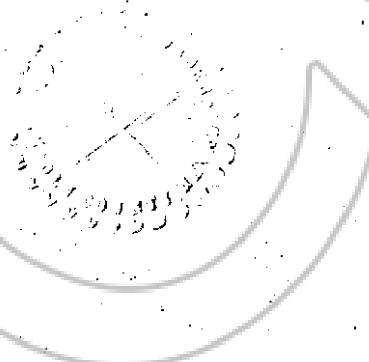
Alden Morris  
Alden Morris  
Bertha Morris  
Bertha Morris  
PARTIES OF THE FIRST PART.

John G. Baker  
John G. Baker  
Barbara Jo Baker  
Barbara Jo Baker  
PARTIES OF THE SECOND PART

STATE OF NEVADA)  
) ss.  
COUNTY OF LINCOLN)

On this 26<sup>TH</sup> day of APRIL A.D. 1972, before me, the County Recorder of said Lincoln County, Nevada, personally appeared Elden Morris and Bertha Morris, husband and wife, and John G. Baker and Barbara Jo Baker, husband and wife, known to me to be the persons described in and who executed the foregoing instrument, who jointly and severally acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

County Recorder  
County Recorder



53382  
FILED AND RECORDED AT REQUEST OF  
Ray Free  
August 29, 1973  
AT 15 MINUTES PAST 11 O'CLOCK  
A.M. IN BOOK \*8 OF OFFICIAL  
RECORDS, PAGE 226 LINCOLN  
COUNTY, NEVADA.  
County Recorder  
COUNTY RECORDER