

RETURN TO: HURRICANE OFFICE
ZIONS FIRST NATIONAL BANK
BOX #1648
Hurricane, Utah 84737

CONTRACT TO PURCHASE REAL PROPERTY

1 THIS AGREEMENT made and entered into this 28 day of May, 1974,
2 by and between LESLIE PRINCE and LAVELL PRINCE, Husband and Wife,
3 of Panaca, Lincoln County, Nevada, hereinafter called Sellers, and
4 JIM MANLEY and NOLA MANLEY, Husband and Wife, of Anchorage, Alaska,
5 hereinafter called Buyers,
6

7 WITNESSETH that the parties hereto, in consideration of their mut-
8 ual promises to each other, hereinafter stated, have agreed, and by
9 these presents do agree as follows, to-wit:
10

11 1. Description

12 Sellers agree to sell to Buyers and to their heirs and assigns for-
13 ever all their right, title and interest in and to the following
14 described real property:
15

16 The South 95 feet of Lot 3, Block 19, in the Town of Panaca,
17 County of Lincoln, State of Nevada, together with any and all
18 improvements situate thereon.

19 TOGETHER WITH all and singular the tenements, hereditaments and
20 appurtenances thereunto belonging or in anywise appertaining and the
21 reversions and reversion, remainder and remainders, rents, issues
22 and profits thereof.

23 2. Purchase Price and Payment

24 Buyers agree to purchase said parcel of land to pay to Sellers
25 therefor the principal sum of Eighteen Thousand Dollars (\$18,000.00)
26 payable as follows: the sum of One Thousand Dollars (\$1,000.00)
27 forthwith and the remaining balance of Seventeen Thousand Dollars
28 (\$17,000.00) in equal monthly installments of One Hundred Dollars
29 (\$100.00) plus any collection charges of the escrowee, without int-
30 erest thereon, the first of said monthly installments to be made on
31 the 1st day of July, 1974, and continuing on the 1st day of each
32

1 and every month thereafter until the entire balance of said princi-
2 pal has been paid in full; greater or more frequent payments may be
3 made at any time.

4
5 **3. Possession**

6 Sellers shall retain the use, possession and enjoyment of said pre-
7 mises so long as the Sellers or the survivor of the Seller shall
8 live and the Buyers do hereby consent to the retention of possession
9 by the Seller so long as they or the survivor of them shall live.

10 **4. Waste and Repair**

11 Seller hereby covenant and agree they will not commit or permit any
12 willful or voluntary waste in connection therewith or erect, const-
13 ruct or maintain any nuisance thereon; Sellers shall maintain and
14 keep the improvements in a state of repair at all times at their own
15 expense.

16
17 **5. Taxes**

18 Seller shall continue to pay taxes upon the property when the same
19 shall become due.

20
21 **6. Insurance**

22 Sellers shall continue to insure the improvements in the minimum sum
23 of \$18,000.00.

24 **7. Escrow**

25 It is specifically understood and agreed that an escrow shall be es-
26 tablished at Zions First National Bank, Hurricane, Utah, and all
27 payments shall be made to said escrowee; this document, after re-
28 cordation, together with an executed Grant, Bargain and Sale Deed
29 from Seller, shall be deposited with said escrowee upon execution
30 of instructions conforming with this agreement and the requirements
31 of the escrowee; set up fees shall be borne equally.
32

1 8. Execution and Delivery of Deeds

2 When Buyers, their heirs or assigns shall have fulfilled all of the
3 terms and conditions of this agreement as specified herein and the
4 said purchase price shall have been paid in full, Seller shall cause
5 the escrow agent to deliver to said Buyers a good and sufficient
6 deed which has been executed simultaneously herewith, conveying the
7 title to said premises to Buyers, free and clear of all encumbrances.
8 Buyer have simultaneously herewith executed a good and sufficient
9 quitclaim deed, conveying title to the premises to Sellers; Sellers
10 may cause the escrow holder to record said quitclaim deed in the ev-
11 ent of default of Buyers under the provisions of this agreement and
12 such default continues for a period of 60 days without further notice
13 thereof to Buyers. Sellers may declare the entire balance due and
14 sue to recover the balance due.

17 9. Time

18 Time is specifically made of the essence hereof.

19 10. Forgiveness

20 In the event the amount due Sellers by Buyers herein have not been
21 fully paid upon the death of the survivor of Sellers, and the Buyers
22 are not in default, then and in that event, all sums due herein
23 shall be forgiven and the escrowee herein named shall upon proof of
24 such death cause the Grant, Bargain and Sale Deed and the Quitclaim
25 deed to... be delivered to the Buyers.

27 11. Assignment

28 This agreement shall inure to the benefit of and shall bind the
29 heirs, executors, administrators and assigns of the respective par-
30 ties hereto; however, no transfer or assignment hereof shall be'
31 made without Seller having been paid in full or without the prior
32 written approval of the Sellers.

1 IN WITNESS WHEREOF the parties hereto have hereunto set their hands
2 the day and year first above written.

3 Leslie Prince
4 LESLIE PRINCE, Seller


5 Lavell Prince
6 LAVELL PRINCE, Seller

7 Jim Manley
8 JIM MANLEY, Buyer

9 Nola Manley
10 NOLA MANLEY, Buyer

11 STATE OF NEVADA)
12 : SS
13 COUNTY OF LINCOLN)

14 On this 2 day of May, 1974, personally appeared before me, a Notary Public, LESLIE PRINCE and LAVELL PRINCE, Husband and Wife, who acknowledged to me that they executed the foregoing instrument.

15  Notary Public — State of Nevada
Lincoln County
M. C. [unclear] Expires July 25, 1974

16 [Signature]
17 Notary Public

18 STATE OF ALASKA)
19 : SS
20 3rd JUDICIAL DISTRICT)

21 On this 26th day of May, 1974, personally appeared before me, a Notary Public, JIM MANLEY and NOLA MANLEY, Husband and Wife, who acknowledged to me that they executed the foregoing instrument.

22 Raymond A. Leake
23 Notary Public
24 My Comm. Expires 11-14-76

25 No. 54677
26 FILED AND RECORDED AT REQUEST OF
27 RAYMOND FEE
28 JULY 19, 1974
29 AT 40 MINUTES PAST 12 O'CLOCK
30 A.M. IN BOOK 10 OF OFFICIAL
31 RECORDS, PAGE 571-574, LINCOLN
32 COUNTY, NEVADA.
[Signature]
COUNTY RECORDER

