

CONTRACT FOR THE SALE OF REAL ESTATE

THIS MEMORANDUM OF AGREEMENT, made and entered into this 26TH day of November, A.D. 1975 by and between Fenton R. Kay and Carol Ann Kay, husband and wife, the parties of the first part, and Michael Gilbert Thomson and Rosemarie Thomson, husband and wife, the parties of the second part.

WITNESSETH: That the said parties of the first part hath sold, and doth agree to convey in fee simple unto the said parties of the second part, their heirs and assigns forever, by good and sufficient deed (upon the punctual payment by the said parties of the second part of the consideration money hereinafter mentioned) the following described premises situated in the town of Pioche, Lincoln County, Nevada, and bounded and described as follows, to wit:

ALL of Lots numbered 52, 53, 54, and 55 in Block 31 in said town of Pioche, as same 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 plat and the records thereof reference is hereby made for further particular description.

TOGETHER with any and all buildings and improvements situate thereon.

TOGETHER with all the privileges and appurtenances to the same belonging, and all the rents, issues and profits thereof.

AND THE SAID PARTIES of the second part, for themselves and for their heirs, and assigns, executors and administrators, do covenant and agree that they will pay to the said parties of the first part, their heirs and assigns the sum of Two Thousand Dollars (\$2,000.00) consideration money for said premises, in the manner following: \$30.13 on or before the 1st day of January, 1976, and \$30.13 on or before the first day of each month thereafter for a total of Ninety (90) months, that is, until the full purchase price plus 8 1/2% interest per annum has been paid, that is, Two Thousand Seven Hundred and Eleven Dollars and Seventy Cents (\$2,711.70). The parties of the second part shall have the right to prepay any and all of the unpaid balance at any installment due date without penalty, and any such prepayment made in advance shall be given credit as if paid in regular order when due before any forfeiture can be declared by the parties of the first part hereinafter. Except for payments made in regular order, The parties of the second part shall give the parties of the first part Thirty (30) days notice if they intend to pay off the balance.

ALL ASSESSMENTS and taxes that are now or may hereafter be levied or assessed against said premises are to be paid by the said parties of the second part and commencing with the tax assessment due Lincoln County, Nevada on the 1st day of January, 1976.

THE PARTIES of the second part agree to purchase and keep in good standing during the life of this agreement an insurance policy against fire and windstorm, with extended coverage, for the insured amount of not less than Five Thousand Dollars (\$5,000.00), loss, if any, payable to the parties of the first part and the second part as their respective interest may appear on the date of said loss.

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IT IS UNDERSTOOD and agreed that the said parties of the second part may take possession of the said premises immediately and improve as their own, in an good and husbandlike manner.
IT IS UNDERSTOOD and agreed by and between the parties hereto that if the said parties of the second part fail to pay consideration money, or the assessments or taxes as herein stated, then this agreement is to be void as it regards the said parties of the first part at their option.

IN TESTIMONY THEREOF, the said parties have hereunto set their hands, the day and year first above written.

Fenton R. Kay
FENTON R. KAY

Michael G Thomson
MICHAEL GILBERT THOMSON

Carol Ann Kay
CAROL ANN KAY

Rosemarie Thomson
ROSEMARIE THOMSON

FIRST PARTIES

SECOND PARTIES

STATE OF FLORIDA)
) SS.
COUNTY OF ALACHUA)

On this 26th day of November, A.D. 1975, before me, a NOTARY PUBLIC, in and for said County and State, personally appeared Fenton R. Kay and Carol Ann Kay, husband and wife, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Geraldine E. Calabrese
NOTARY PUBLIC

Notary Public, State of Florida at Large
My Commission Expires August 11, 1978

STATE OF NEVADA)
) SS.

COUNTY OF LINCOLN)

On this 4th day of Dec., A.D. 1975.

before me, a Notary Public, in and for said County and State, personally appeared Michael Gibert Thomson and Rosemarie Thomson, husband and wife, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

RTM.
P.O. Box 213, Reno, Nev.

Richard S. Minkov

NOTARY PUBLIC

Richard S. Minkov
Notary Public, State of Nevada
My commission expires August 29, 1979

No. **57517**
FILED AND RECORDED AT REQUEST OF
Gilbert Thompson
Dec. 4, 1975
AT 10 MINUTES PAST 10 O'CLOCK
8 A.M. IN BOOK 16 OF OFFICIAL
RECORDS, PAGE 37-39 LINCOLN
COUNTY, NEVADA.

DOMINICK BELINGHERI
COUNTY RECORDER
Dominick Belingheri
Deputy