

PURCHASE CONTRACT

THIS AGREEMENT made and entered into this 10th day of June, 1976, by and between THELMA ROSENKRANTZ KOEHN, a married woman of Panaca, Lincoln County, Nevada, hereinafter called Seller, and SAMUEL MANOR and SHERENE MANOR, Husband and wife of Panaca, Lincoln County, Nevada, hereinafter called Buyer.

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

Seller agrees to sell to Buyer and to their heirs and assigns forever all her right, title and interest in and to the following described lot, piece or parcel of land, situate in the Town of Panaca, Lincoln County, Nevada, to-wit:

Lot 19 in Sun Gold Manor, Unit No. 1, Plat of which was recorded September 30, 1952, as Document No. 27842 in the office of the Recorder, Lincoln County, Nevada, and SUBJECT to all easements, rights of way, conditions and restrictions of record; together with one (1) 1972 Sequoia House Trailer, 14' x 70', Identification No. 243008S1342.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and

That the Buyer agrees to purchase said piece or parcel of land and to pay to Seller therefor the principal sum of Eleven Thousand Dollars (\$11,000.00), One Thousand Dollars (\$1,000.00) forthwith and the balance thereof, together with interest at the rate of Eight per cent (8%) per annum on the unpaid declining balance, said principal and interest payable as follows, to-wit: One Hundred Twenty One and 33/100 Dollars (\$121.33) or more, including interest, on or before the 25th day of July, 1976; and the further sum of One Hundred Twenty One and 33/100 Dollars (\$121.33), or more, including interest on or before the 25th day of each and every month

DOCUMENT NO. 12,10
X COMPUTER ON FOLLOWING: PROPERTY CONTRACTS
COUNTY OF LINCOLN, NEVADA
RECORDED IN BOOK 17, PAGE 303
DATE OF RECORDING: 06/10/76
BY: [Signature]

RAYMOND FREE
Attorney at Law
P. O. Box 218
Pioche, Nevada
89043
Phone: 962-5125

BOOK 17 PAGE 303

1 thereafter until the entire balance of said principal sum and in-
2 terest has been paid in full; greater or more frequent payments
3 may be made at any time without premium or fee, all of said pay-
4 ments to be made to the Walker Bank, Sandy Branch, Sandy, Utah,
5 hereinafter called the Escrowee, the set up fee to be borne equally
6 and the Seller to pay the monthly collection fee.

7
8 Seller does hereby grant to Buyer the use, possession and enjoyment
9 of said premises from and after the date hereof and continuing
10 during the life of this agreement and Buyer hereby covenants and
11 agrees that they will not commit or permit any willful or voluntary
12 waste in connection therewith, or erect, construct or maintain any
13 nuisance thereon; Buyer, may, at their own expense, make improve-
14 ments thereon.

15 It is further understood and agreed that Buyer agrees to pay and
16 discharge at maturity all taxes and assessments upon or against
17 said premises commencing with the installment due on the first
18 Monday of July, 1977; Seller to pay taxes due on July 6, 1976.

19
20 Buyer agrees to keep the trailer insured for a sum of not less
21 than Ten Thousand Dollars (\$10,000.00) with a loss payable clause
22 in favor of Seller equal to her interest.

23 Buyer will at their own cost and expense keep the improvements on
24 said premises in good repair, reasonable wear thereof and damage
25 by the elements excepted; that no building or improvement now ex-
26 isting or that may be hereafter placed or erected upon said pre-
27 mises shall be removed therefrom until the said purchase price
28 shall have been paid, but shall remain on said ground and, in
29 case of forfeiture or default, revert to Seller. The Buyer may
30 nevertheless make improvements thereon, but shall save and hold
31 harmless the Seller from any and all workmen and materialmen liens.
32

1 When Buyer, their heirs or assigns, shall have fulfilled all of
2 the terms and conditions of this agreement, as specified herein,
3 and the said purchase price shall have been paid in full, the
4 Escrowee shall deliver to the Buyer the Grant, Bargain and Sale
5 Deed executed simultaneously herewith and deposited in escrow at
6 the said office of the Escrowee.

7
8 It is mutually understood and agreed that if said Buyer, their
9 heirs or assigns shall fail to make any of the payments herein pro-
10 vided to be made in the amount or at the time same shall be due
11 and payable, or shall violate or fail to comply with any other
12 terms, condition or provision hereof, in the manner or form as
13 herein provided, then Seller shall have the option to terminate
14 this contract upon giving written notice of default, allowing
15 nevertheless a grace period of thirty (30) days during which time
16 Buyer may avoid said default; and, upon the expiration of said
17 grace period, Seller shall have the option immediately to declare
18 this agreement terminated and said Seller shall be entitled to re-
19 tain, as her own property, any and all payments that may have been
20 made hereunder prior to such default, as liquidated damages and as
21 rental for the occupation and use of the said premises and the
22 Buyer, their heirs or assigns shall and will, immediately upon any
23 such default deliver up and surrender to Seller, her legal repre-
24 sentatives or assigns, the possession of said premises and the
25 whole thereof, upon demand; but the option hereby granted to Seller
26 to declare this agreement terminated as aforesaid shall not be ex-
27 clusive and shall not prevent Seller from insisting upon the pro-
28 per performance by Buyer, nor interfere in any way with any other
29 redress or action on her part;

30 Buyer has simultaneously herewith executed a good and sufficient
31 Quitclaim Deed, conveying title to the premises to Seller, which
32 said Quitclaim Deed shall be recorded by Escrowee in the event of

1 default of the Buyer under provisions of this agreement, and such
2 default continues for a period of thirty (30) days after written
3 notice thereof to Buyer and upon written proof of notice being
4 served by Seller upon Buyer.

5 Time is specifically made of the essence hereof.

6
7 This agreement shall inure to the benefit of, and shall bind the
8 heirs, executors, administrators and assigns of the respective par-
9 ties hereto; however, no transfer or assignment hereof shall be
10 made unless Seller shall be paid in full.

11
12 *Samuel Manor*
SAMUEL MANOR, Buyer

Thelma Rosenkrantz Koehn
THELMA ROSENKRANTZ KOEHN,
Seller

13
14 *Sherene Manor*
SHERENE MANOR, Buyer

15 STATE OF NEVADA)
16 : ss
17 COUNTY OF LINCOLN)

18 On this 10th day of June, 1976, personally ap-
19 peared before me, a Notary Public, SAMUEL MANOR, SHERENE MANOR and
20 THELMA ROSENKRANTZ KOEHN, who acknowledged to me that they executed
21 the foregoing instrument.

Raymond Free
Notary Public

22
23 No. 08178
24 FILED AND RECORDED AT REQUEST OF
Raymond Free
25 June 10, 1976
26 AT 45 MINUTES PAST 3 O'CLOCK
P. M. IN BOOK 17 OF OFFICIAL
RECORDS PAGE 303 LINCOLN
27 COUNTY, NEVADA.
28 DOMINICK BELINGHERI
COUNTY RECORDER
29 *Dominick Belingheri*
30 Deputy
31
32

RAY FREE
Notary Public—State of Nevada
COUNTY OF LINCOLN
My Commission Expires July 16, 1978

RAYMOND FREE
Attorney at Law
P. O. Box 218
Pioche, Nevada
89043
Phone: 962-5125