PURCHASE CONTRACT

THIS AGREEMENT made and entered into this Aday of June 1976, by and between RAY FREE and ANGE FREE, liusband and wife of Pioche, Lincoln County, Nevada, hereinafter called Seller, and CARL H. LEE and DORA B. LEE, 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 their 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:

Lots 106 and 107 in Sun Gold Manor Addition to the Town of Panaca according to the plat of record in Book "A" of Plats, page 101, Lincoln County Records, and Trailer No. 1: 1966 Great Lakes Trailer, 60' x 10', I.D. No. S6094, Trailer No. 2: Great Lakes Trailer, 1966, 60' x 10', I.D. No. S6218, Trailer No. 3: 1963 Van Dyke trailer, 55' x 10', I.D. No. S563V551F3832, Trailer No. 4: 1964 Anderson York Trailer, 55' x 10', I.D. No. S1014, Trailer No. 5: 1972 Great Lakes Trailer, 52' x 12', I.D. No. S9053;

Together with one (1) electric furnace for trailer No. 4 x 4" posts and fencing material.

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 Suyer agrees to purchase said piece or parcel of land and to pay to Seller therefor the principal sum of Twenty Five Thousand Dollars (\$25,000.00), together with interest at the rate of Nine per cent (9%) per annum on the unpaid declining balance, said principal and interest payable as follows, to-wit: Two Hundred Ninety Nine and 03/100 Dollars (\$299.03) or more, including interest on or before the 20th day of July, 1976; and the further sum of Two

RAYMOND FREE Attorney at Law F. O. Baix 218 Ploche, Nevada Phone: 962-5125 υŶ

BOOK 17 PAGE 310

Hundred Ninety Nine and 03/100 Dollars (\$299.03), or more, including interest on or before the 20th day of each and every month thereafter until the entire balance of said principal sum and interest has been paid in full; greater or more frequent payments may be made at any time without premium or fee, all of said payments to be made to El Dorado Savings and Loan Association, 3101 Center Street, Placerville, California, 95667, hereinafter called the Escrowee.

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

It is further understood and agreed that Buyer agrees to pay and discharge at maturity all taxes and assessments upon or against said premises commencing with the tax installment due on the 7th day of July, 1976.

Buyer agrees to keep the trailers insured for a sum of not less than Thirteen Thousand Two Hundred Dollars (\$13,200.00) with a loss payable clause in favor of Seller equal to their interest. It is understood and agreed that the insurance on trailers No. 1, 2 and 3 is paid through the 23rd day of April, 1977, on trailer No. 4 through the 29th day of April, 1977, and on trailer No. 5 through the 9th day of October, 1976.

buyers will at their own cost and expense keep the trailers and improvements on said premises in good repair, reasonable wear thereof and damage by the elements excepted; erect a fence around the premises and install the electric furnace; that no building or im-

RAYMOND FREE Attorney at Law F. O. Sant 218 Floche, Neveda Phores 962-5125 - 2 -

provement now existing or that may be hereafter placed or erected upon said premises shall be removed therefrom until the said purchase price shall have been paid, but shall remain on said ground and, in case of forfeiture or default, revert to Seller. The Buyer may nevertheless make improvements thereon, but shall save and hold harmless the Seller from any and all workmen and material men liens.

It is further understood and agreed that Seller yet owes the sum of \$248.48 on trailer No. 5 and upon payment thereof and receipt of the Certificate of Ownership will deposit said Certificate of Ownership with the Escrowee.

It is further understood and agreed that rents shall be prorated as of the 1st day of July, 1976 and Buyer shall receive said proration as an offset against rent now due the Seller by the Buyer; in the event any additional trailer is rented from the date of the execution of this agreement to the 1st day of July, 1976, such rents shall belong to the Buyer; the June utilities shall be paid by the Buyer and collected from the tenant(s) by the Buyer.

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

It is mutually understood and agreed that if said Buyer, their heirs or assigns shall fail to make any of the payments herein provided to be made in the amount or at the time the same shall be due and payable, or shall violate or fail to comply with any other terms, condition or provision hereof, in the manner or form as herein proyided, then Seller shall have the option to terminate

RAYMOND FREE Atterney of Law F. O. Box 218 Floche, Nevedo Phone: 962-5125 R

. 7.

800k 17 MGE 312

this contract upon giving written notice of default, allowing nevertheless a grace period of thirty (30) days during which time Buyer may avoid said default; and, upon the expiration of said grace period, Seller shall have the option immediately to declare this agreement terminated and said Seller shall be entitled to retain, as their own property, any and all payments that may have been made hereunder prior to such default, as liquidated damages and as rental for the occupation and use of the said premises and the Buyer, their heirs and assigns shall and will, immediately upon any such default deliver up and surrender to Seller, their legal representatives or assigns, the possession of said premises and the whole thereof, upon demand; but the option hereby granted to Seller to declare this agreement terminated as aforesaid shall not be exclusive and shall not prevent Seller from insisting upon the proper performance by Buyer, nor interfere in any way with any other redress or action on their part.

Buyer has simultaneously herewith, executed a good and sufficient Quitclaim Deed, conveying title to the premises to Seller, which said Quitclaim Deed shall be recorded by Escrowee in the event of default of the Buyer under provisions of this agreement, and such default continues for a period of thirty (30) days after written notice thereof to Buyer and upon written proof of notice being served by Seller upon Buyer. Further the Escrowee shall deliver to the Seller the certificates of ownership deposited with it.

Time is specifically made of the essence hereof.

This agreement shall inure to the benefit of, and shall bind the heirs, executors, administrators and assigns of the respective parties hereto; however, no transfer or assignment hereof shall be made unless Seller shall be paid in full.

rom G

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16 17

18

19

20

21

22

23

24

25

26 27

28

29

30

31

17 MCE 313

RAYMOND FREE Morney of Law P. O. Box 218 Pioche, Nevado 89043 Phone: 962-5125

	. i .		
	•	\ \	
	v	. I	Ĺ
		STATE OF NEVADA	١
		2 COUNTY OF LINCOLN) SS	1
	;	on this 14 day of July, 1976, personally	
l	1	4 appeared before me, a Notary Public, RAY FREE and ANGE FREE who	
! 	5	acknowledged to me that they executed the foregoing instrument.	No.
ļ	6	12.1.1	
	7	Notary Public	
	8	CANDY S. PRES	
	9	DEALE OF NEVADA)	
	10	CIDITATY OF LITHEOT WAS 55	
	11	On this A day of June 1976 personally	
	12	Protection me, a Notary Public, CARL H. LEE and DORA R 155	
	13	WING ACKNOWLANDS	
	14	(2.) 04	
	15	Notary Public	
	16		
	17		
	18	CINDY S. PREE	
	19	Public State of Nevade	
	20	My Commission Explice Aug. 4, sets	
parameter to the same of the s	21		
	22		
1	23	_m 58182	
	24	PRED AND RELACED AT REGUEST OF Ray Pree	
	25	June 15, 1976	
	26	AT 20 MINUTES PAST 9 O'CLOCK A MIN BOOK 17 OF OFFICIAL	
	27	RECURS PAGE 310 LINCOLN COUNTY NOVADA	
	28	Bring Belinger	
٨	29	Sinn	
74	30		
le.	31		
1	32		
	-		
omey	ND FREE		
che, 1 890:		Í	
	62-5125	BCCK 17 PAGE 314	
	17		