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PURCHASE CONTRACT

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THIS AGREEMENT made and entered into this 9th day of December, 1976, by and between ROSALIND W. GOTTFREDSON, a widow of the City of Caliente, County of Lincoln, State of Nevada, hereinafter called Seller, and DANIEL WISHART, a single man, of the City of Caliente, County of Lincoln, State of 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 his heirs and assigns forever all her right, title and interest in and to the following described lot, piece or parcel of land situate in Lincoln County, Nevada, to-wit:

All of that land lying South of U.S. Highway 93 R/W and north of the Union Pacific Main R/W and bounded on the west by the west boundary of the SW1/4 of the SE1/4 of Section 7, all situate in the SW1/4 of the SE1/4 of Section 7, T4S., R67E., MDB & M., excepting and excluding therefrom a parcel of land previously sold by Charles Culverwell and James Ryan to the City of Caliente for a sewage disposal plant site.

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 Five Thousand Two Hundred Fifty Dollars (\$5,250.00), One Thousand Dollars (\$1,000.00) forthwith and the balance thereof, together with interest at the rate of Twelve (12) percent per annum on the unpaid declining balance, said principal and interest payable on or before the 30th day of June, 1977.

Seller does hereby grant to Buyer the use, possession and enjoy-

1 ment of said premises from and after the date hereof and continu-
2 ing during the life of this agreement and Buyer hereby covenants
3 and agrees that he will not commit or permit any willful or volun-
4 tary waste in connection therewith, or erect, construct or main-
5 tain any nuisance thereon; Buyer may, at his own expense, make
6 improvements thereon.

7 It is further understood and agreed that Buyer agrees to pay and
8 discharge at maturity all taxes and assessments upon or against
9 said premises which may hereafter become due and payable.
10

11 Buyer will at his own cost and expense keep the improvements on
12 said premises in good repair, reasonable wear thereof and damage
13 by the elements excepted; that no building or improvement now ex-
14 isting or that may be hereafter placed or erected upon said pre-
15 mises shall be removed therefrom until the said purchase price
16 shall have been paid, but shall remain on said ground and, in case
17 of forfeiture or default, revert to Seller. The Buyer may never-
18 theless make improvements upon the premises, but shall save and
19 hold harmless the Seller from any and all workmen and materialmen
20 liens.

21 When Buyer, his heirs or assigns shall have fulfilled all of the
22 terms and conditions of this agreement, as specified herein, and
23 the said purchase price shall have been paid in full, the escrowee
24 shall deliver to the Buyers the Grant, Bargain and sale Deed exe-
25 cuted simultaneously herewith and deposited in escrow with Ray
26 Free, hereinafter called escrowee.
27

28 It is mutually understood and agreed that if said Buyer, his heirs
29 or assigns shall fail to make any of the payments herein provided
30 to be made in the amount or at the time same shall be due and pay-
31 able, or shall violate or fail to comply with any other terms,
32 condition or provision hereof, in the manner or form as herein

1 provided, then Seller shall have the option to terminate this con-
 2 tract and have the option to immediately declare this agreement
 3 terminated and said Seller shall be entitled to retain, as her own
 4 property, any and all payments that may have been made hereunder
 5 prior to such default, as liquidated damages and as rental for the
 6 occupation and use of the said premises and the Buyer, his heirs
 7 and assigns shall and will, immediately upon any such default de-
 8 liver up and surrender to Seller, her legal representatives or as-
 9 signs, the possession of said premises, and the whole thereof, up-
 10 on demand; but the option hereby granted to Seller to declare this
 11 agreement terminated as aforesaid shall not be exclusive and shall
 12 not prevent Seller from insisting upon the proper performance by
 13 Buyer, nor interfere in any way with any other redress or action
 14 on her part;

15
 16 Buyer has simultaneously herewith, executed a good and sufficient
 17 Quitclaim Deed, conveying title to the premises to Seller, which
 18 said Quitclaim Deed shall be delivered to the escrowee and which
 19 said Quitclaim Deed shall be recorded by the escrowee in the event
 20 of default of the Buyer under provisions of this agreement, after
 21 written notice thereof to Buyer and upon written demand by Seller.

22 Time is specifically made of the essence hereof.

23
 24 This agreement shall inure to the benefit of, and shall bind the
 25 heirs, executors, administrators and assigns of the respective
 26 parties hereto; however, no transfer or assignment hereof shall be
 27 made unless Seller shall be paid in full.

28 IN WITNESS WHEREOF, the parties hereto have hereunto set their
 29 hands the day and year first above written.

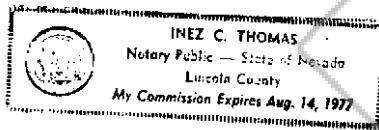
30
 31 *Rosalind W. Gottfredson*
 ROSALIND W. GOTTFREDSON,
 Seller
Daniel T. Wishart
 DANIEL WISHART, Buyer

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

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STATE OF NEVADA)
 : ss
COUNTY OF LINCOLN)

On this 9 day of December, 1976, personally appeared before me, a Notary Public, ROSALIND W. GOTTFREDSON and DANIEL WISHART, who acknowledged to me that they executed the foregoing instrument.



Inez C. Thomas
Notary Public

No. 58816
FILED AND RECORDED AT REQUEST OF
RAYMOND FREE
DEC. 9, 1976
AT 57 MINUTES PAST 3 O'CLOCK
P.M. IN BOOK 19 OF OFFICIAL
RECORDS, PAGE 34-37 LINCOLN
COUNTY, NEVADA.
James P. ...
COUNTY RECORDER