

CONTRACT FOR THE SALE OF REAL ESTATE

1 THIS AGREEMENT made and entered into this 23 day of Aug,  
2 1978, by and between KENNETH E. LYTLE and DONNA B. LYTLE, husband  
3 and wife, and GORDON R. LYTLE and BETTY J. LYTLE, husband and wife  
4 hereinafter collectively referred to as SELLERS, and DAVID A. WITTS  
5 acting by and through his Agent MAX McCROSKY, hereinafter referred  
6 to as BUYER:

7 WITNESSETH:

8 1. That Sellers, in consideration of the covenants and agree-  
9 ments on the part of the Buyer, hereinafter contained, agree to  
10 sell and convey unto Buyer, and Buyer agrees to buy, all that real  
11 property situate in the County of Lincoln, State of Nevada, being  
12 more particularly described as follows, to-wit:

13 PARCEL #1: The West One-Half ( $W\frac{1}{2}$ ) of the Northeast  
14 Quarter ( $NE\frac{1}{4}$ ) of Section 18, Township  
2 North, Range 70 East, MDBM; and

15 PARCEL #2: Commencing at the center of said Section  
16 18 and running thence West 640 feet, thence  
17 North 25° 50' East 1467 feet to the Northeast  
18 corner of the Southeast Quarter of the  
19 Northwest Quarter of said Section 18,  
20 thence South 1320 to the point of beginning.  
The total acreage of said two parcels being  
90 acres more or less. Together with any  
and singular the water rights, and other  
rights appurtenant to said described lands.

21 SUBJECT TO: 1. Rights of way, reservations and restriction  
of record if any.  
upon the following terms and conditions;

22 2. Buyer agrees to pay, and Sellers agree to accept from  
23 Buyer, the minimum sum of TWO THOUSAND FIVE HUNDRED DOLLARS per  
24 acre (\$2,500.00) for said real property consisting of 90 acres  
25 or the minimum sum of TWO HUNDRED TWENTY FIVE THOUSAND (\$225,000.00  
26 DOLLARS.

27 3. Said purchase price shall be paid by Buyer unto Sellers  
28 in accordance with instructions to be set forth in an escrow to  
29 be established at Title Insurance and Trust Company's main office  
30 in Las Vegas, Nevada, said instructions shall have due regard to  
31 any income tax related problems which will or may be incurred by  
32 Sellers and shall provide that Buyer and Sellers can or may re-

RECORDING TRAFFIC TAX L. 247 50  
*[Handwritten signatures and initials]*

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1 negotiate the payment of said purchase price to be most advantageous  
2 to the respective parties hereto.

3 4. It is hereby further mutually agreed between the parties  
4 hereto that should Buyer herein proceed to sub-divide said real  
5 property, as is his present plan, then and in that event Sellers  
6 herein shall participate therein in adjusting the sale and purchase  
7 price per acre of the above described real property to a  
8 maximum sale price of FIVE THOUSAND DOLLARS (\$5,000.00) per acre.

9 5. Sellers will deposit a good and sufficient Grant, Bargain  
10 and Sale Deed conveying title to the above described property,  
11 free and clear of all encumbrances, to Buyer in the escrow above  
12 referred to. Said deed to be delivered to Buyer in accordance  
13 with the instructions given to said escrow agent for the payment  
14 to Sellers of the purchase price herein set forth and the performance  
15 of the agreements and covenants herein contained.

16 6. Sellers herein hereby acknowledge that they are still  
17 indebted to PAUL BLISS and MYRTLE BLISS his wife, and GARY L. BLISS  
18 and JUDY M. BLISS his wife under the terms and provisions of that  
19 certain contract of sale dated September 13, 1971. Sellers herein  
20 hereby agree that they will continue to abide by the terms and  
21 provisions of said contract of sale with the Bliss' by making the  
22 periodic payments therein reserved and required to be made until  
23 the close of the escrow hereinabove provided for.

24 7. It is hereby agreed that the taxes on said property shall  
25 be pro-rated to the close of escrow.

26 8. Sellers shall provide, at their expense, a policy of  
27 title insurance insuring Buyer against any defect or cloud upon  
28 the title to the real property herein described.

29 9. Sellers hereby agree that in the event Buyer desires to  
30 sub-divide said property and in pursuance thereof sells portions  
31 of said property then and in that event Sellers herein will issue  
32 or execute partial releases of said property from any lien of any

1 mortgage or deed of trust given to Sellers as part of the purchase  
2 price by Buyer herein. Said partial release clauses shall be set  
3 forth in the escrow established as aforesaid.

4 10. Buyer agrees that he will not commit or suffer to be  
5 committed any waste, spoil, destruction or damage in or upon said  
6 property and that he will maintain said premises in good condition.

7 11. It is hereby agreed by and between the parties hereto  
8 that the provisions hereof are to apply to and bind the heirs,  
9 executors, administrators and assigns of the respective parties  
10 hereto.

11 12. It is hereby agreed that time shall be of the essence  
12 of this agreement.

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

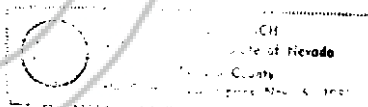
15 BUYER  
16 BY Max McCrosky  
17 AGENT FOR DAVID A. WITTS

SELLERS  
Kenneth E. Lytle  
KENNETH E. LYTLE  
Donna B. Lytle  
DONNA B. LYTLE  
Gordon R. Lytle  
GORDON R. LYTLE  
Betty J. Lytle  
BETTY J. LYTLE

22 STATE OF NEVADA  
23 COUNTY OF LINCOLN

ss

24 On this 5th day of September 1978, personally appeared before me  
25 a Notary Public, KENNETH E. LYTLE and DONNA B. LYTLE, husband and  
26 wife; GORDON R. LYTLE and BETTY J. LYTLE, husband and wife; and  
MAX McCROSKY, Agent for David A. Witts, who acknowledged to me  
that they executed the above instrument.



Max McCrosky  
NOTARY PUBLIC

62738

FILED AND RECORDED AT REQUEST OF  
MAX McCROSKY  
SEPT 6, 1978  
AT 20 MINUTES PAST 10 O'CLOCK  
A M IN BOOK 27 OF OFFICIAL  
RECORDS, PAGE 103 LINCOLN  
COUNTY, NEVADA

Max McCrosky  
COUNTY RECORDS CLERK