

Form 144-Western

Deposit Receipt and Agreement of Sale

UNITED FARM AGENCY, INCORPORATED, BROKER

Agreement made this 23rd day of September, 19 78, on property known as No. 1053

United Farm Agency, Inc.

List at Las Vegas, State of Nevada, by and between

SELLER: Samuel R. and Sherone K. Mason

(Complete names, seller and spouse)

BUYER: Peter L. and Nadine K. Shields, Husband and wife, as joint tenants

(Complete names, buyer and spouse)

In consideration of the sum of \$ 10,700 to be fully paid as hereinafter mentioned seller agrees to sell and buyer agrees to purchase the following described property, located in the County of Lincoln, State of Nevada

REAL ESTATE: Lot 19 in Sungold Manor, Town of Panaca Nevada

PERSONAL PROPERTY: 1972, 14' x 70' mobile home and furniture, all as is.

Beneficiary, Thelma Rosenkrantz, will furnish title to mobile home and grant bargain sale deed for lot to buyer, through Walker Bank and Trust of Salt Lake City, Utah, upon full payment of contract

The buyer agrees to pay the foregoing purchase price as follows:

Amount paid on execution of this agreement (state whether cash, personal check, money order, bank draft, note, etc.)	\$ 258.57
(\$50.00 is for assumption)	
Additional amount to be deposited in escrow on or before the <u>1st</u> day of <u>October</u> , 19 <u>78</u> .	\$ 2000.00
Existing ENCUMBRANCE encumbrance, buyer assumes and agrees to pay:	\$ 8491.43

Terms of payment and rate of interest:

~~PER MONTH~~ Buyer to assume taxes due, first installment due 10-2-78 to pay for 2nd quarter, Seller will return tax statement along with this signed offer. Seller shall maintain insurance on mobile home.

DOCUMENTARY TRANSFER TAX \$ 5.50
Peter L. Shields
Signature of Declarant of Agent determining tax. Full Name

All deferred payments not already secured by existing deed of trust or mortgage are to be evidenced by note or notes signed by buyer, secured by deed of trust, mortgage, or land contract on said real estate with interest from date of closing of escrow at the rate of _____ per cent per annum.

And the seller, following performance by the buyer at the time and in the manner herein mentioned, shall at his own cost and expense immediately execute, acknowledge, and deliver to buyer or to buyer's heirs or assigns a proper deed with usual covenants for conveying to buyer marketable title to said premises, free from all encumbrances except those mentioned herein, easements of record, and the following:
(Insert here any other restrictions, easements or covenants running with the land.)

Deed Contract for deed shall be delivered at closing of ~~escrow~~ escrow. Buyer paying assumption fee of \$50.00, included above.

The risk of loss or damage by fire or act of God prior to closing of escrow is hereby assumed by seller.

Possession of premises shall be given on ~~closing~~ the first day after ~~closing~~ all funds have been placed

It is agreed, if either seller or buyer fails to perform his part of this agreement, he shall forthwith pay to the other party hereto a sum equal to 10 per cent of the agreed price of sale as consideration for the execution of this agreement by such other party.

It is agreed that the buyer has thoroughly examined the property to be conveyed and relies solely on his own judgment in making this agreement to purchase, and that there are no agreements, understandings or representations made either by seller, broker or broker's representatives that are not set forth herein.

It is agreed and understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators and assigns of the respective parties. Time is of the essence on this agreement, but Broker may without notice extend for a period not to exceed 30 days the time for the performance of any act hereunder.

Seller agrees to all of the terms and provisions of the foregoing agreement and further agrees to pay broker on demand a commission as provided in the listing agreement for services rendered. In the event suit is instituted to collect this commission, the seller agrees to pay such additional sum as the court may adjudge reasonable for attorney's fees to be allowed in said suit. Each party acknowledges receipt of an exact copy of this agreement.

Peter L. Shields 9-27-78
DATE
Nadine K. Shields
BUYER DATE

Samuel R. Mason 11/26/78
DATE
Sherone K. Mason 11/26/78
SELLER DATE

PROPERTY

No. 64592
FILED AND RECORDED AT REQUEST OF
Peter Shields
June 26, 1979
AT 20 MINUTES PAST 10 O'CLOCK
P. M IN BOOK 30 OF OFFICIAL
RECORDS, PAGE 440 LINCOLN
COUNTY, NEVADA.
Spencer Setzer
COUNTY RECORDER