

SALES CONTRACT

Pioche, Nevada

October 1, 1979

DOCUMENTARY TRANSFER TAX \$ 22.00  
*Marrin C. Kinch*  
Recorder of Deeds, Lincoln County, Nevada

This Sales Contract, entered into by and between HARRY WILDER and MARY WILDER, husband and wife ("Sellers") and MARVIN CULTER HINDS and MELINDA DIANE HINDS, husband and wife ("Buyers"),

WITNESSETH:

1. The Sellers, in consideration of the payments to be made by Buyers and the conditions and covenants to be kept by them, as hereinafter set forth, agree to sell, and Buyers agree to buy, the real property situated in Lincoln County, Nevada, described as:

*M. H.*  
*H. H.*

*27,66*

*M. H. H. H.*  
Lots 25, 26, 67 and 68, and the adjoining one-half (1/2) of Lots 24 and 69, Block 23, Town of Pioche, as delineated on the official plat of said town in the office of the County Recorder of Lincoln County, Nevada,

together with all and singular the improvements and appurtenances located thereon or appertaining thereto, for the sum of TWENTY THOUSAND DOLLARS (\$20,000.00), in lawful money of the United States of America, and Buyers, in consideration of the premises agree to pay Sellers the aforesaid sum of money for all of said real property, in installments, as follows:

THREE HUNDRED DOLLARS (\$300.00), inclusive of principal and interest on the unpaid balance at the rate of 7% per annum, on or before October 15, 1979, and a like amount, or more, on or before the 15th day of each and every succeeding month thereafter until the entire principal and accrued interest is paid in full. All payments shall be applied first to accrued interest, then to principal.

2. Possession will be delivered as of the date of execution hereof.

3. In addition to installments on the purchase price, Buyers agree to pay all real property taxes, assessments and utilities, prorated to date of possession.

4. Sellers warrant that they are the owners of the property and hold title in fee simple, free of encumbrances. Sellers covenant that they will not encumber the property, and that upon payment of all sums required to be paid by Buyers they shall deliver to them a good and sufficient warranty or grant, bargain and sale deed, conveying title to the property to Buyers, free of encumbrances.

5. In the event Buyers should fail to make installments or other payments required of them by this Sales Contract, and shall fail to cure such deficiencies within sixty (60) days after written notice of default given by Sellers, Sellers may thereupon declare this Sales Contract to be null and void, of no further force or effect, and they may retain all payments made to them to that date as fair rental, and in full satisfaction of damages sustained by them by reason of Buyers' default.

6. The waiver by the Sellers of any covenant, condition or agreement herein contained shall not vitiate the same or any other covenant, condition or agreement contained herein and the terms, conditions, covenants and agreements set forth herein shall apply to and bind the heirs, successors, and assigns of each of the parties hereto.

7. All words used in this Sales Contract, including the words Buyers and Sellers, shall be construed to include the plural as well as the singular number and words used herein in the present

tense shall include the future as well as the present and words used in the masculine gender shall include the feminine and neuter.

8. The Buyers shall insure the buildings now on said property, if any, or such buildings as may be placed thereon, against fire, for not less than 75% of the value thereof, with some Fire Insurance Company to be approved by the Sellers and any loss thereunder shall be paid to the Buyers and the Sellers as their interests may appear. Should said property be not insured as aforesaid the Sellers may insure said property and the cost thereof shall be paid by the Buyers, upon demand, including interest thereon from the date the premium is paid by the Sellers.

9. All notices required hereunder shall be sent by United States Mail, postage prepaid, certified and return receipt requested, if to Buyers, addressed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and if to Sellers addressed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. This Sales Contract shall be governed by the laws of the State of Nevada.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written.

*Harry Wilder*  
HARRY WILDER

*Marvin C. Hinds*  
MARVIN CULTER HINDS

*Mary Wilder*  
MARY WILDER

*Melinda D. Hinds*  
MELINDA DIANE HINDS

STATE OF NEVADA )  
COUNTY OF ~~CLARK~~ <sup>Lincoln</sup> ) SS:

On October 1, 1979, personally appeared before me, a Notary Public, HARRY WILDER and MARY WILDER, who acknowledged that they executed the foregoing instrument.

*[Signature]*  
NOTARY PUBLIC

Notary Public, State of Nevada  
LINCOLN COUNTY  
John McGinnis  
My Commission Expires Dec. 12, 1986

STATE OF NEVADA )  
COUNTY OF ~~CLARK~~ <sup>Lincoln</sup> ) SS:

On October 1, 1979, personally appeared before me, a Notary Public, MARVIN CULTER HINDS and MELINDA DIANE HINDS, who acknowledged that they executed the foregoing instrument.

*[Signature]*  
NOTARY PUBLIC

Notary Public, State of Nevada  
LINCOLN COUNTY  
John McGinnis  
My Commission Expires Dec. 12, 1986

PROMISSORY NOTE

Pioche, Nevada

Oct 1, 1979

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to MARY WILDER and HARRY WILDER, or order, in lawful money of the United States of America, together with interest thereon at the rate of 7% per annum, the sum of \$ 20,000.00, in installments, as follows:

\$ 300.00 PER MONTH principal and interest included on or before 15<sup>TH</sup> OF ~~DECEMBER~~ NOVEMBER, 1979, and a like amount, or more, on or before the same day of each succeeding month thereafter until all principal and accrued interest is paid in full.

Presentment, notice of default and demand are waived.

*Marvin C. Hinds*  
 MARVIN CULTER HINDS

*Melinda Diane Hinds*  
 MELINDA DIANE HINDS

No. **65840**  
 FILED AND RECORDED AT REQUEST OF  
MARVIN HINDS  
OCT. 1, 1979  
 AT 35 MINUTES PAST 9 O'CLOCK  
A.M IN BOOK 32 OF OFFICIAL  
 RECORDS. PAGE 591 LINCOLN  
 COUNTY, NEVADA.  
*Quinn's Setzer*  
 COUNTY RECORDER