

# Agreement for Sale of Real Estate

THIS AGREEMENT, executed in duplicate, March 14, 1980  
 between Blanche Berryhill, a married woman as to an undivided 1/4 interest and Seller,  
as her sole and separate property  
 and Steven Sendlein, an unmarried man Buyer.

**WITNESSETH:**

That the Seller, in consideration of the covenants of the Buyer herein, agrees to sell and convey to said Buyer and said Buyer agrees to buy all that real property situated in the Town of Caliente county of Lincoln state of Nevada, hereinafter referred to as "said realty,"

described as follows: Lots numbered Ten (10) and Eleven (11) and the East Half (E1/2) of Lot numbered Twelve (12) in Block A of the West End Addition of the City of Caliente, County of Lincoln, State of Nevada, together with all the buildings and appurtenances situate thereon.

SUBJECT TO all reservations, easements, rights of way, encumbrances and appurtenances of record.

*Blanche Berryhill* 8.80  
 Signature of Seller  
 Print Name

The price, or principal sum, for which Seller agrees to sell and Buyer agrees to buy said realty is the sum of Eight Thousand and NO/100 Dollars (\$ 8,000.00-), lawful money of the United States, and Buyer in consideration of the premises, promises and agrees to pay to Seller said sum, as follows:

One Thousand and NO/100 Dollars (\$ 1,000.00-), upon the signing and delivery hereof, receipt whereof is hereby acknowledged, and the balance thereof in monthly installments of Three Thousand and NO/100 + INTEREST Dollars (\$ 3,000.00+INT.), AND \*\* (SEE BELOW) or more, each, commencing on the 14th day of March, 19 83, which installments shall include interest on the unpaid principal balance hereof from March 14, 1980 until paid at the rate of Eight per cent (8.00 %) per annum.

\*\* a final installment of Four Thousand and NO/100- (\$4,000.00+INT.) due on March 14, 1986 on which said date the entire balance of principal and interest then unpaid shall be due and payable.

and continuing until said principal and interest have been paid. Each payment shall be credited first on interest then due; and the remainder on principal; and interest shall thereupon cease upon the principal so credited.

THE BUYER HEREBY AGREES, during the term of this Agreement and any extension or renewal thereof, to pay promptly when due all taxes, assessments and charges of every kind and nature now or hereafter assessed, levied, charged or imposed against or upon said realty. Upon failure by the Buyer to so pay said taxes, assessments and charges, the Seller shall have the right to pay the same, together with any and all costs, penalties and legal percentages which may be added thereto. The amounts so paid or advanced, with interest thereon at the rate of seven per cent (7%) per annum from the date of advancement until repaid, shall be secured hereby and shall be repaid by said Buyer to said Seller on demand; and failure by the Buyer to repay the same with such interest within thirty (30) days from such demand by the Seller shall constitute a default under the terms of this Agreement.

THE BUYER AGREES to keep all buildings now on, or that may hereafter be placed on, said realty insured against loss by fire to the amount required by, and in such insurance companies as may be satisfactory to, the Seller, with appropriate clauses protecting the Seller as his interest may appear.

THE BUYER AGREES that he will at all times during the term of this Agreement, and any extension or renewal thereof, keep said realty free of all liens and encumbrances of every kind or nature except such as are caused or created by the Seller. The Buyer agrees to keep

the premises in as good a state and condition as a reasonable amount of use and wear thereof will permit (damage by the elements excepted).

THE SELLER RESERVES the right to enter upon said realty at any time during the term of this Agreement for the purpose of examining the same. No building or improvement placed or constructed on said realty shall be removed without the written consent of the Seller.

IT IS FURTHER AGREED that time is of the essence of this Agreement, and full performance by the Buyer of all his obligations hereunder is and shall be a condition precedent to his right to a conveyance hereunder; and should default be made (a) in the payment of demand as aforesaid, of any amount herein agreed to be repaid, or (b) in the repayment, within thirty (30) days after under, the Seller may thereupon, at his option, enforce his rights hereunder, either by forfeiture of all the Buyer's rights under this Agreement and all interest in said realty and the appurtenances, as hereinafter provided, or by any other legal or equitable right or remedy. The Buyer agrees to pay all costs and expenses of any action commenced by the Seller to enforce this Agreement, including attorney's fees, whether such action progress to judgment or not. Should the Seller elect to enforce his right of forfeiture hereunder, he may declare said forfeiture by service upon the Buyer of a written declaration of forfeiture and cancellation, or by depositing in the United States mail, postage prepaid, such written declaration, addressed to the Buyer at his last address on file with the Seller.

NO WAIVER of the breach of any of the covenants or conditions of this Agreement by the Seller shall be construed to be a waiver of any succeeding breach of the same or other covenants or conditions of this Agreement. No delay or omission of the Seller in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver thereof or acquiescence therein, nor shall the acceptance of any payments made in a manner or at a time other than as herein provided be construed as a waiver of, or variation in, any of the terms of this Agreement.

THE SELLER AGREES within a reasonable time after Buyer's compliance with all the terms and conditions hereof and the surrender of this Agreement, to execute and deliver to the Buyer a good and sufficient Deed conveying said realty and to furnish a Policy of Title Insurance, issued by CHICAGO TITLE INSURANCE CO., showing title to said realty vested in the Seller at the date of said Deed, both such Deed and Policy of Title Insurance to be and show subject only to encumbrances herein mentioned and to such other encumbrances as are not caused or created by the Seller.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

SELLERS

X Blanche Berryhill  
Blanche Berryhill

BUYERS

X Steven Sandlein  
Steven Sandlein

Address Box 387  
Henderson, Nevada, 89015

Address 156 Jackson Blvd  
Henderson, Nevada

4-3-81


CHICAGO TITLE INSURANCE COMPANY

CLERK COUNTY OF CLARK  
SARAH BATES  
June 6, 1981

CHICAGO TITLE INSURANCE COMPANY

NEVADA TITLE OFFICE  
428 SOUTH THIRD STREET  
LAS VEGAS, NEVADA 89101  
TELEPHONE: 388-8811

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CHICAGO TITLE INSURANCE COMPANY

NEVADA TITLE OFFICE  
428 SOUTH THIRD STREET  
LAS VEGAS, NEVADA 89101  
TELEPHONE: 388-8811

No. 71149

FILED AND RECORDED AT REQUEST OF  
STEVEN SANDLEIN  
JAN. 14, 1981

AT 45 MINUTES PAST 12 O'CLOCK  
P M IN BOOK 42 OF OFFICIAL  
RECORDS, PAGE 79 LINCOLN  
COUNTY, NEVADA.

Yvonne Schuel  
COUNTY RECORDER

BOOK 42 PAGE 50

