

NO 5027 NV

Agreement for Sale of Real Estate

THIS AGREEMENT, executed in duplicate, July 19, 1960

between D. C. Da, Seller,

and William McInnis and or James Franklin 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 State of Nevada county of Lincoln, state of Nevada, hereinafter referred to as "said realty," described as follows:

Lot 3, Block 2, Sunset Acres, Tract no. 1.
A portion of the NW $\frac{1}{4}$ and SW $\frac{1}{4}$, NE $\frac{1}{4}$ of Section 30, Twp. 3 South, Range 22 East, M. D. M.

William McInnis
Signature of Declarant or Agent determining tax. Wm McInnis

James Franklin
Signature of Declarant or Agent determining tax. James Franklin

DOCUMENTARY TRANSFER TAX 13.25
Signature of Declarant or Agent determining tax. Wm McInnis

The price, or principal sum, for which Seller agrees to sell and Buyer agrees to buy said realty is the sum of Twelve Thousand, Five Hundred and no/100 Dollars (\$ 12,500.00), lawful money of the United States, and Buyer in consideration of the premises, promises and agrees to pay to Seller said sum, as follows:

Twelve Hundred - Fifty Dollars (\$ 1,250.00), upon the signing and delivery hereof, receipt whereof is hereby acknowledged, and the balance thereof in monthly installments of Fifty Dollars (\$ 50.00),

or more, each, commencing on the 1st day of September, 1960, which installments shall include interest on the unpaid principal balance hereof from September 1, 1960 until paid at the rate of Five per cent (5%) per annum.

1. Buyer shall have 10 day's grace period each month, however if payment is postmarked after the 10th of month, then penalty shall be 10% interest for that month.
2. Seller agrees to pay taxes and will charge buyer with his pro-rata share at the end of each year or until deed is delivered.

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 any of said installments of principal and interest when the same become due, or (b) in the repayment, within thirty (30) days after demand as aforesaid, of any amount herein agreed to be repaid, or (c) in the observance or performance of any other obligation hereunder, 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 TITLE INSURANCE AND TRUST COMPANY showing title to said realty vested in the Buyer at the date of recordation 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.

BUYER

SELLER

James Franklin

James Franklin

William McInnis
William McInnis

D. C. Day

D. C. Day


Address: 3700 South Highland

Las Vegas, Nevada 89103

Address: P. O. Box 4164

N. Las Vegas, Nevada 89030


Agreement for Sale
of Real Estate



TITLE INSURANCE AND TRUST
ATICOR COMPANY

COMPLETE NATIONWIDE TITLE SERVICES
WITH ONE LOCAL CALL

TITLE INSURANCE AND TRUST
ATICOR COMPANY



309 SOUTH THIRD STREET
LAS VEGAS NEVADA 89101

PAGE 678

JNV (5-75)

INSTRUCTIONS
(Agreements for Sale)

Execute in triplicate

TO: TITLE INSURANCE AND TRUST COMPANY,
hereinafter referred to as the Company

ACCOUNT # _____

Date _____

The undersigned deposits with you an AGREEMENT (CONTRACT) FOR SALE OF REAL ESTATE dated July 14, 1980 on which the unpaid balance is \$ 11,250.00 with interest paid to September 1, 1980, the next installment being due September 1, 1980.

You are instructed to accept payments thereon and when funds are available, remit the same to the sellers or as otherwise directed in writing by the sellers

less applicable fees.

The undersigned agrees that:

The Company, not being a party to the agreement deposited herein, cannot enforce the obligations under said agreement and assumes responsibility only for disbursing and handling funds as directed herein and in the documents delivered herewith.

The Company may, at its option, terminate this instruction and cancel the obligations imposed hereby by returning all documents to seller by registered mail, and giving notice thereof by regular mail to payor.

The Company reserves the right to make additional charges or increases to the fees indicated hereon.

With respect to Notices, you are instructed to:

Mail no notices NONE

Mail one notice of delinquency 10 days after due date

The undersigned contracts with the Company for the services provided herein and the sellers agree to pay all applicable fees.

Buyers and sellers agree to advise the Company of any change in their respective addresses.

NOTICE:

TITLE INSURANCE AND TRUST COMPANY DOES NOT HAVE A DEED EXECUTED BY THE SELLERS NAMED IN THE AGREEMENT FOR SALE OF REAL ESTATE (CONTRACT) CONVEYING THE REALTY DESCRIBED IN SAID AGREEMENT TO THE BUYERS NAMED THEREIN. THE BUYERS WILL HAVE TO LOOK TO THE SELLERS TO OBTAIN THEIR DEED UPON FULFILLMENT OF THE TERMS AND CONDITIONS OF SAID AGREEMENT FOR SALE.

TITLE INSURANCE AND TRUST COMPANY BY ACCEPTING THE PAYMENTS ON SAID AGREEMENT MAKES NO REPRESENTATIONS AND HAS NO LIABILITY AS TO THE OWNERSHIP AND/OR THE CONDITION OF TITLE TO THE LAND DESCRIBED IN SAID AGREEMENT FOR SALE.

Buyers *William McInnis*
William McInnis

James Franklin
James Franklin

Street 3200 South Highland
Las Vegas, Nevada 89103
City & State _____ Zip _____

Sellers *D. C. Day*
D. C. Day

Street P. O. Box 4164
N. Las Vegas, Nevada 89030
City & State _____ Zip _____

Social Security or I.D. Number _____

The minimum fees to be charged are as follows:

Opening account	\$10.00	Beneficiary Statement	\$15.00
Each check received or issued	\$ 2.00	Demand for pay-off	\$15.00
Each notice mailed as instructed	\$2.00		

Receipt of said contract is acknowledged this _____ day of _____, 19 ____.

TITLE INSURANCE AND TRUST COMPANY

No. 71637
 FILED AND RECORDED AT REQUEST OF
D. C. Day
MARCH 10, 1981
 AT 20 MINUTES PAST 11 O'CLOCK
P.M. IN BOOK 42 OF OFFICIAL
 RECORDS PAGE 677 LINCOLN
 COUNTY, NEVADA
[Signature]
 COUNTY RECORDER