

# Agreement for Sale of Real Estate

THIS AGREEMENT, executed in duplicate, June 15, 1985

between James Franklin Seller,  
and Jane E. and/or Margarito B. Garcia 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 # 13, Sunrise Acres, Tract # 1

The price, or principal sum, for which Seller agrees to sell and Buyer agrees to buy said realty is the sum of Fifty nine hundred and ninety five Dollars (\$ 5,995.00), lawful money of the United States, and Buyer in consideration of the premises, promises and agrees to pay to Seller said sum, as follows:

Six hundred Dollars (\$ 600.00), 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 August, 19 85, which installments shall include interest on the unpaid principal balance hereof from July 1, 1985 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-rate share at the end of each tax 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, together 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 actions commenced by the Seller to enforce this Agreement, including attorney's fees, whether such actions 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.

Buyers  
*Jane E. Garcia*  
 Jane E. Garcia  
 \_\_\_\_\_  
 Margarito B. Garcia  
 \_\_\_\_\_  
 Address: Star Rt. Box 21  
 Alamo, Nevada 89001

Seller  
*James Franklin*  
 James Franklin  
 \_\_\_\_\_  
 Address: P.O. Box 4164  
 North Las Vegas, Nevada  
 89030

**Agreement for Sale**  
of Real Estate



**TITLE INSURANCE AND TRUST**

ATTCOR COMPANY

COMPLETE STATEWIDE TITLE SERVICES  
WITH ONE LOCAL CALL

**TITLE INSURANCE AND TRUST**

ATTCOR COMPANY

No. **82798**

FILED AND RECORDED AT REQUEST OF  
D. C. Day

June 18, 1985

AT 50 MINUTES PAST 12 O'CLOCK  
P. M. IN BOOK 65 OF OFFICIAL  
RECORDS, PAGE 650 LINCOLN  
COUNTY, NEVADA.

*Gracela Schmitt*  
COUNTY RECORDER

BOOK **65** PAGE **651**

309 SOUTH THIRD STREET  
LAS VEGAS, NEVADA 89101