

AGREEMENT OF SALE

THIS AGREEMENT, made and entered into this 5th day of October, 1985, by and between ALLEN D. DYKSTRA and LOIS M. DYKSTRA, husband and wife, hereinafter called Sellers, and RAYMOND J. MCCRIMMON and IRENE M. MCCRIMMON, husband and wife, as joint tenants with full right of survivorship, hereinafter called Buyers,

W I T N E S S E T H

The parties hereto, in consideration of their mutual promises to each other, hereinafter stated, have agreed, and by these premises do agree as follows, to-wit:

1. Sellers agree to sell to Buyers and to their heirs and assigns forever all their right, title and interest in and to the following described real property, situate in Pioche, Lincoln County, State of Nevada, to-wit:

All of Lot Numbered Forty-five (45) and the adjoining Southwesterly Seven (7) feet of Lot Numbered Forty-Four (44) in Block Twenty-Nine (29) in the town of Pioche, as said lots and block are delineated on the official plat of said town now on file and of record in the Office of the County Recorder of said Lincoln County, Nevada and to which plat and the records thereof reference is hereby made for further particular description.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

2. Buyers agree to purchase said parcel of land and to pay to Sellers therefor the principal sum of TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00), payable by Buyers as follows:

- A. TWO THOUSAND DOLLARS (\$2,000.00) payable upon the execution of this agreement, receipt of which is hereby acknowledged;
- B. The balance of TEN THOUSAND FIVE HUNDRED DOLLARS (\$10,500.00) payable at the rate of ONE HUNDRED DOLLARS (\$100.00) per month, plus interest at the

rate of Thirteen Per Cent (13%) per annum on the unpaid declining principal balance, said payments to commence on the 15th day of November, 1985 and continue on the 15th day of each and every month thereafter until all of said principal and interest has been paid in full;

- C. IT IS SPECIFICALLY UNDERSTOOD AND AGREED by and between the parties hereto that said payments are to be made by mail to Sellers at 701 EIM
SPACE 120 - BOULDER CITY, NV.
- D. Greater or more frequent payments may be made at any time without premium or fee, all of said payments to be made to Sellers as set forth in Paragraph C above.

3. Certain items of personal property are included in the total purchase price as shown above and are to remain with the property, as follows:

- A. One (1) Refrigerator
- B. One (1) Kitchen Range
- C. One (1) Sofa and One (1) Loveseat
- D. Two (2) Beds
- E. One (1) Radio
- F. Two (2) Kitchen Chairs

4. Possession shall be given to Buyers as of the 5th day of October, 1985 and Sellers do hereby grant to Buyers the use, possession and enjoyment of said premises from and after said date, and continuing during the life of this agreement; and Buyers hereby covenant and agree they will not commit or permit any willful or voluntary waste in connection therewith, or erect, construct or maintain any nuisance thereon; however, Buyers may, at their own expense, make improvements thereon and shall maintain and keep the said property and all improvements thereon in a good

state of repair at all times at their own expense.

5. It is understood and agreed by and between the parties hereto that there shall be no proration of taxes and insurance but that Sellers have paid the same current and Buyers will hereafter pay and discharge at maturity all taxes upon or against the premises, now due or which may hereafter become due and payable. IT IS FURTHER UNDERSTOOD AND AGREED that Buyers shall furnish Sellers with proof (in the form of a copy of the insurance policy) of a fully paid and effective policy of insurance in an amount at least equal to the unpaid balance due herein, showing Sellers as first loss payee thereunder, and will maintain said coverage at all times until all obligations due Sellers by Buyers hereunder have been fully discharged.

6. That Buyers have thoroughly examined the property to be conveyed, rely solely upon their own judgment in making this agreement to purchase, and agree that there are no agreements, understandings or representations made either by Sellers or Buyers that are not set forth herein.

7. IT IS SPECIFICALLY UNDERSTOOD AND AGREED that if Buyers default in the payment of principal and interest due hereunder, or any part thereof, at the times and places hereinbefore specified, or if any default occurs in the faithful performance of or compliance with any other term or condition of this Agreement, then and in that event, this Agreement, at the option of the Sellers, shall terminate and become null and void, and Sellers may reenter the premises and take possession thereof upon giving Buyers ninety (90) days written notice of any such default or breach, and all amounts heretofore paid hereunder shall be forfeited by Buyers; save and except that in the event that Buyers correct said default prior to the expiration of said ninety (90) day period, termination and forfeiture of the Agreement shall not result.

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8. When Buyers, their heirs or assigns, shall have fulfilled all of the terms and conditions of this agreement, as specified herein, and the said purchase price and interest shall have been paid in full, Sellers shall deliver to Buyers a good and sufficient Deed which is executed simultaneously herewith, conveying the title to said premises to Buyers, free and clear of all encumbrances.

9. Buyers agree to comply with all the laws, ordinances, rules and orders of appropriate governmental authorities affecting the occupancy and preservation of the premises, and the improvements thereon, during the term of this Agreement.

10. Buyers shall be wholly responsible for arranging for and paying for all utility services required on premises.

Time is specifically made the essence hereof.

This agreement shall inure to the benefit of, and shall bind the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the above and foregoing Agreement at Pioche, Nevada the day and year first above written.

SELLERS:

Allen D. Dykstra
ALLEN D. DYKSTRA

Lois M. Dykstra
LOIS M. DYKSTRA

BUYERS:

Raymond J. McCrimmon
RAYMOND J. MCCRIMMON

Irene M. McCrimmon
IRENE M. MCCRIMMON

STATE OF NEVADA,)
) ss.
COUNTY OF LINCOLN.)

On October 5th, 1985, before me, personally appeared ALLEN D. DYKSTRA and LOIS M. DYKSTRA, known to me to be the persons whose names are subscribed to the within instrument as Sellers, and acknowledged to me that they executed the same

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freely and voluntarily and for the uses and purposes therein mentioned.

Margaret Conner
NOTARY PUBLIC



MARGARET CONNER
Notary Public - State of Nevada
CLARK COUNTY
My Appointment Expires July 19, 1989

STATE OF NEVADA,)
) ss.
COUNTY OF LINCOLN.)

On October 5th, 1985, before me, personally appeared RAYMOND J. MCCRIMMON and IRENE M. MCCRIMMON, known to me to be the persons whose names are subscribed to the within instrument as Buyers, and acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Margaret Conner
NOTARY PUBLIC



MARGARET CONNER
Notary Public - State of Nevada
CLARK COUNTY
My Appointment Expires July 19, 1989

No. 83810
FILED AND RECORDED AT REQUEST OF
Irene Spaulding
Oct. 30, 1985
AT 5 MINUTES PAST 3 O'CLOCK
P.M. IN BOOK 68 OF OFFICIAL
RECORDS, PAGE 167 LINCOLN
COUNTY, NEVADA.

YURIKO SETZER
COUNTY RECORDER

By *Yuriko Setzer*, Deputy