

"THIS IS A EEGALLY BINDING CONTRACT, IF HOT UNDERSTOOD, SEEK COMPETENT ADVICE."

## UNIFORM REAL ESTATE CONTRACT

| 1. THIS AGREEM  | ENT, made in duplic   | nte this   | 7th   | _ 4a r of  | April   | , A. D., 19 <u>69</u> .,   |
|---|---|--|---|--|---|--|
| by and betweenA   | lan P. Eizaan :   | and Relecc   | a A. Eizas  | ın   |   |  |
| hereinafter designated a  | a the Seller, and   | Fichael  | Purris and  | Cheri Su   | e Burris  |  |
|   |   |  |   |  |   |  |
| hervinafter designated  | as the Buyer, of  | home on 44   | 6 Kain Sti  | ret  |   |  |
| 1. WITNESSETH:  | That the Seller, fe   | er the consider  | ation bervin :  | sentioned ag   | rees to sell and co   | avey to the buyer,   |
| the county ofLis  | ncoln   | State of N   | OV to mit.  | 446 Ka   | in Street   | eroperty, situate 16   |
| More particularly descr   |   |  |   |  | ADDRESS   |  |
| Block Fif<br>the same<br>Caliente,<br>Recorder of<br>and the re<br>particular   | t Ten (10) and teen (15) in the state of the state of the state of said Lincoln thereof r description.  | he City of<br>Frevisco<br>nd of reco<br>n County,<br>reference   | Caliente,<br>Official P<br>rd in the<br>Nevada, an<br>d is heret  | Lincoln<br>Plat of the<br>Office of<br>ed to which<br>by made fo   | County, Neva<br>e said City<br>the County<br>th said plat<br>or further   | da<br>of   |
| Forty thou  | <del>by agrees to enter</del> (<br>usand dollars a  | into <del>possessici</del><br>and no/160   | and pay for   | sald described   | premises the sun  | 40,000.00  |
| payable at the office of  | ······································  |  | 7   | 1  | T) stallett (   | )  |
| strictly within the follow  |   |  | down paym   | ent  |   |  |
| cash, the receipt of white  |   |  | 794   |  | J. J.   | e paid as fellows:   |
|   | yments of not   |  | •   | T-   |   |  |
|   |   |  |   |  |   |  |
|   |   | 4  | 1   | - N - T  | - N   | 7  |
| Pessession of said premi  | ses shall be delivered  | l to buyer en l  | he15_   | феу  | of June   | 19.89  |
| 4. Said stoothly pr   | yments are to be o  | ppiled first t   | o the paymen  |  |   |  |
| principal. Interest shall   |   |  | 5, 1982   |  | on all unp  | aid portions of the  |
| hersinafter stipulated, o   | r nervin assumed, suction of the buyer, whi<br>and agreed that if the<br>stioned, then by so c  | th excess to be<br>the election mi<br>he Seller acce-<br>iolog, it will<br>medies of the   | e applied either ist be made at its payment fro n no way alte seller.   | r to unpaid p<br>the time the<br>om the Buyer<br>r the terms   | rincipal or in pre-<br>excess payment i<br>on this contract is<br>of the contract as  | e made.  |
| Reyada Bar  | ik and Trust  |  |   |  | with an   | unpaid balance of  |
| <u> </u>  | es of _   | C4,  | /07/82  |  |   |  |
| erty, except the following  | that there are no u<br>of being installed, or<br>it is  | TAXAAXX  | een completed   | and not paid   | for, outstanding  | YYYYYYYYXXX  |
|   | Seiler agrees to cold mortgages;<br>ires to exercise his ri   | eht through  | celerated pay   | to accept titl   | e to the shove d  | pay off any abli-  |
| pay any penalty which to abligations against a said obligations are asset XXXXEX.XXX PLYSIX against a case of the period of the | may be required or<br>aid property incurr-<br>umed or approved b<br>of upon his organ-<br>et, upon, the organ-<br>et mentioned, and to<br>still a water limit to be<br>with a water limit to be<br>act, eog assess him-<br>act, eog assess him-<br>act, eog assess him- | n prepaymen ed by seller, y buyer. Acat Vol / MACS tions, of, said, execute that b j that blues, or whom they pays the assessmen | t of said pro-<br>after date of<br>MAX to MAX to in-<br>lender pad per<br>lender pad per<br>lender provide<br>sector indi-<br>te of every kin | this agreem<br>this agreem<br>(phiration to<br>pay agreem in<br>and pay one<br>fail the said<br>d and nature | Prepayment pe-<br>ent, shall be paid<br>of tellible tender<br>(apply may month<br>half, the expenses<br>that, the beant<br>attined above. | by seller unless for a loan of such the interted upon y-payments and |
| rung ruese and no wanten  | ments against said p  | remises excep  | t the following   | K:   | Committee of the  |  |

The Seller further covenants and agrees that he will not default in the payment of his obligations against said property.

13. The Buyer further agrees to keep all insurable buildings and improves my acceptable to the Seller in the amount of not less than the unpaid balance on this contract, or \$ 40,000,00 and to analyse and insurance to the Seller as his interests may appear and to deliver the insurance policy to him. 14. In the event the Buyer shall default in the payment of any special or general taxes, assessments or insurance premiums as herein provided, the Seller may, at his option, pay and taxes, assessments and insurance premiums or either of them, and if Seller elects so to do, then the Buyer agrees to repay the Seller upon demand, all such sums so advanced and paid by him, together with interest thereon from date of payment of said sums at the rate of % of one percent per month until paid. 15. Buyer agrees that he will not commit or suffer to be committed any waste, speil, or destruction in or upon said premises, and that he will maintain said premises in good condition. is. In the event of a failure to comply with the terms hereof by the Buyer, or more failure of the Buyer to make any payment or payments when the same shall become due, or within . Seller, at his option shall have the following alternative remedies: er, at his option shall have the following alternative remedies:

A. Seller shall have the right, upon facilities of the Buyer to remedy the default within five days after written notice, to be released from all obligations in law and in equity to convey said property, and all payments which have been made theretofore on this contract by the Buyer, shall be forfeited to the Seller as inquisited damages for the non-performance of the contract, and the Buyer agrees that the Seller may at his option re-enter and take possession of and premises without legal processes as in its first and former estate, together with all impreventions and additions made by the Buyer thereon, and the said additions and impreventions thall remain with the land become the property of the Seller, the Buyer becoming at once a tenant at will of the Seller; or B. The Seller may bring suit and recover judgment for all delinquent installments, including costs and attorneys free. (The use of this remedy on one or more occasions shall not prevent the Seller, at his option, from resorting to one of the other remedies hereunder in the event of a subsequent default): or It is one of the other remedies bereander in the event of a subsequent default); or

C. The Seller shall have the right, at his option, and upon written notice to the Buyer, to declare the entire unpaid beliance bersunder at once due and payable, and may slect to treat this contract as a note and mortgage, and pasa title to the Buyer subject thereto, and proceed immediately to foreclose the hame in accordance with the laws of the State of New and have the property sold and the proceeds applied to the payment of the beliance owing, including costs and attorney's fees; and the Seller may have a judgment for any deficiency which may remain. In the case of foreclosure, the Seller hereunder, upon the fiting of a complaint, shall be immediately entitled to the appointment of a receiver to take possession of said mortgaged property and collect the rents, issues and profits therefrom and apply the same to the payment of the obligation hereunder, or hold the same pursuant to order of the court; and the Seller, upon entry of judgment of foreclosure, shall be entitled to the possession of the said premises during the period of redemption.

17. It is agreed that time is the essence of this agreements, and promises other than those because monited for or 18. In the event there are any liens or encumbrances against said premises other than those herein provided for or referred to, or in the event any liens or encumbrances other than herein provided for shall hereafter accrue against the same by acts or neglect of the Seller, then the Buyer may, at his option, pay and discharge the same and receive credit on the amount then remaining due hereunder in the amount of any such payments and thereafter the payments herein provided to be made, may, at the option of the Buyer, be suspended until such time as such suspended payments shall equal any sums advanced as aforesaid. payments shall equal any sums advanced as aforesaid.

19. The Seller on receiving the payments herein reserved to be paid at the time and in the manner above mentioned agrees to execute and deliver to the Buyer or assigns, a good and sufficient warranty deed conveying the title to the above described premises free and clear of all encumbrances except as herein mentioned and except as may have accrued by or through the scis or neglect of the Buyer, sinks to Aurital at the stagement as pointing at this insurrance receivement of the purchase prior constitute options of the Sellen an adoption the parties at time of selector at time of selector at time of selector at time of selectors and time of the bear acceptated which and agreed by the parties hereto that the Buyer accepts the said property in its present condition and that there are no representations, covenants, or agreements between the parties hereto with reference to said property except as herein specifically set forth or attached herein . 21. The Buyer and Seller each agree that should they default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise
or accrue from enforcing this agreement, or in obtaining possession of the premises covered hereby, or in pursuing any
remody provided hereunder or by the statutes of the State of NeV, whether such remedy is pursued by filing a suit
or otherwise. 22. It is understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto. IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names, the day and year first above written.

Signed in the presence of  $\Delta \Delta \Delta \Delta \Delta \Delta$ 109087 Filed And Recorded At Request UF ALAN EIZMAN Approved JUNE 6. 1997 At 55 Minutes Past 10 O'Clock ţ A H In Book 128 Of Official Records iform. Page 362 Lincoln County Nevada. ١ YURIKO SETZER Real County Recorder Estate ٤ Contract acer 128 FAE 363