

LAW OFFICES
GARY D. FAIRMAN
A PROFESSIONAL CORPORATION
412 NORTH STREET - P. O. BOX 8
ELY, NEVADA 89301
(775) 289-4422

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AGREEMENT

THIS AGREEMENT, made and entered into between JEANETTE ORR, TRUSTEE OF THE ORR FAMILY TRUST, DATED MARCH 19, 1976, hereinafter referred to as "Seller" and OREL H. BENDER and MARION E. BENDER, husband and wife, hereinafter referred to as "Purchaser";

WITNESSETH:

ARTICLE I

PURCHASE AND SALE

SECTION 1.01. Sale. Seller, in consideration of the covenants and agreements on the part of Purchaser herein contained, agrees to sell to Purchaser, and Purchaser agree to buy, that improved interest in real property located in the County of Lincoln, State of Nevada and more particularly described as follows, to-wit:

Lots 8, 9, and 10, Block 25, Town of Pioche, Lincoln County, State of Nevada.

ARTICLE II

PURCHASE PRICE AND TERMS OF PAYMENT

SECTION 2.01. Purchase Price. The total purchase price for all of the property to be conveyed or transferred to Purchaser hereunder is Six Thousand Five Hundred Dollars (\$6,500.00) cash.

SECTION 2.02. Payment of Purchase Price. Purchaser agrees to pay to Seller the sum of Six Thousand Five Hundred Dollars (\$6,500.00) in one lump sum, at closing.

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ARTICLE III

TITLE AND POSSESSION

SECTION 3.01. Execution and Delivery of Deed. In consideration of the payment made by Purchaser, and the performance of all the covenants and conditions herein contained on the part of Purchaser, Seller shall, on execution of this Agreement, execute a Grant, Bargain and Sale Deed to the above described real property in favor of Purchaser.

SECTION 3.02. Possession of Property. Purchaser shall be entitled to possession of the real property at closing.

Seller shall hold the Joint Tenancy Grant, Bargain and Sale Deed, and to make delivery thereof when Purchaser has made the payment in the sum of Six Thousand Five Hundred Dollars (\$6,500.00).

Seller makes no representation as to the quality of title as to any possible defects in title prior to the time that Seller owned the real property.

ARTICLE IV

CLOSING

SECTION 4.01. Closing. This transaction shall close on or before 3rd Aug. 2000.

ARTICLE V

SELLER'S OBLIGATIONS

SECTION 5.01. Taxes and Assessments. Seller shall continue to pay all real property taxes on the property herein described and other assessments, against the property, levied.

1 assessed, and accruing against the property which shall be pro-
2 rated as of the date of closing.

3 SECTION 5.02. Status of Title. Seller shall transfer
4 the real property to Purchaser free and clear of any and all liens
5 and/or encumbrances except for real property taxes and other
6 assessments levied against the property which are not delinquent,
7 and easements of record.

8 ARTICLE VI

9 DEFAULT

10 SECTION 6.01. Purchaser's Default. In the event that
11 Purchaser fails to pay the purchase price herein or to perform the
12 conditions and agreements provided herein, at the time when due,
13 Seller may, at his option, declare the balance of the purchase
14 price immediately due and payable and collect the same, or rescind
15 the Agreement and all rights of purchase hereunder and retake
16 possession of the property.

17 Notice of Election by Seller shall be given by written
18 notice to Purchaser either by registered mail, return receipt
19 requested, at the address of the real property described herein, or
20 by personal delivery of such notice to Purchaser. Purchaser shall
21 have five (5) days thereafter within which to correct such default.

22 If after notice of default as set forth above, Purchaser
23 fails to make the required payment, this Agreement shall be of no
24 further force and effect, and Purchaser shall immediately vacate
25 the real property described herein.

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1 SECTION 6.02. Seller's Default. If Seller fails to
2 comply with any of the terms or conditions of this Agreement, or if
3 there is a material misrepresentation as to any of the
4 representations made by Seller herein, Purchaser shall have the
5 right to seek specific performance of this Agreement, with such
6 modifications of this Agreement as may be equitable under the
7 circumstances, or to declare this contract rescinded.

8 Notice of Election by Purchaser shall be given in writing
9 to Seller either by registered mail, return receipt requested, at
10 the address provided herein, or by personal delivery of such notice
11 to Seller. Seller shall have five (5) days thereafter within which
12 to correct such default.

13 SECTION 6.03. Attorney's Fees and Costs. In the event
14 that there is a default under this Agreement and it becomes
15 necessary for any party hereto to employ the services of an
16 attorney, either to enforce or to terminate this Agreement, with or
17 without litigation, the losing party or parties to the controversy
18 shall pay to the successful party or parties a reasonable
19 attorney's fee, and, in addition, such reasonable costs and
20 expenses as are incurred in enforcing or terminating this
21 Agreement.

22 SECTION 6.04. Waiver of Default. In the event of
23 default under this Agreement by any party hereto, and if such
24 default is waived by the other party or parties, such waiver shall
25 not constitute a waiver of any subsequent default by any party, and
26 shall not serve to vary the terms of this Agreement.

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ARTICLE VII

MISCELLANEOUS

SECTION 7.01. Entire Agreement. It is hereby expressly understood and agreed that there are no representations, covenants, or agreements between the parties with reference to the property, except as herein specifically set forth.

SECTION 7.02. Modification. No alteration or other modification of this Agreement shall be effective unless such modification shall be in writing and signed by the parties hereto.

SECTION 7.03. Binding Effect. This Agreement shall inure to the benefit of and be binding on the heirs, executors, administrators, assigns, devisees, and legatees of the parties.

SECTION 7.04. Notice. Any notice required hereunder shall be sufficiently given if mailed by certified mail, return receipt requested, to the parties address above.

SECTION 7.05. Applicable Law. this Agreement and the rights, obligations and remedies of the respective parties hereunder, shall be governed by the laws of the State of Nevada. The venue for any action regarding this Agreement shall be in White Pine County, Nevada.

SECTION 7.06. Captions. The captions contained herein are inserted only for convenience of reference and are in no way to be construed as part of this Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands the 3rd day of August, 2000.

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SELLER:

Jeanette E. Orr
JEANETTE ORR, TRUSTEE OF THE
ORR FAMILY TRUST, DATED
MARCH 19, 1976

PURCHASER:

Orel H. Bender
OREL H. BENDER

Marion E. Bender
MARION E. BENDER

STATE OF NEVADA)
COUNTY OF Lincoln) SS.

On August 3rd, 2000, personally appeared before me, a Notary Public, JEANETTE ORR, TRUSTEE OF THE ORR FAMILY TRUST, DATED MARCH 19, 1976, who acknowledged that she executed the above instrument.

Susan K. Adams
NOTARY PUBLIC



STATE OF NEVADA)
COUNTY OF Lincoln) SS.

On August 3rd, 2000, personally appeared before me, a Notary Public, OREL H. BENDER and MARION E. BENDER,, who acknowledged that they executed the above instrument.

Susan K. Adams
NOTARY PUBLIC



COPY

NO. 114924

FILED AND RECORDED AT REQUEST OF

OREL H. & MARION BENDER

AUGUST 3, 2000

AT 19 MINUTES PAST 2 O'CLOCK

PM IN BOOK 149 OF OFFICIAL

RECORDS PAGE 485 LINCOLN

COUNTY, NEVADA

John P. Roehly
COUNTY RECORDER

BOOK 149 PAGE 491