

Official Record

Recording requested By  
CHUCK ADAMS

Lincoln County - NV  
Leslie Boucher - Recorder

Fee: \$43.00 Page 1 of 5  
RPTT: Recorded By: DP  
Book- 258 Page- 0442

APN 001-101-06

APN \_\_\_\_\_

APN \_\_\_\_\_



0136490

Purchase and Sales Agreement  
Title of Document

Affirmation Statement

X I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

\_\_\_\_\_ I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law:

(State specific law)

Charles Adams  
Signature Title

CHARLES A. ADAMS  
Print

9/27/10  
Date

Grantees address and mail tax statement:

Charles A Adams  
P.O. Box 537  
Pioche, NV. 89043



### Purchase and Sale Agreement

This agreement is made this \_\_\_\_\_ day of September, 2010

between Seller(s) Kearn's Heirs Social Security # \_\_\_\_\_

and Buyer CHUCK Adams

and or assignees. Seller agrees to sell and buyer agrees to buy the following described real property together with all improvements and fixtures and the personal property described below:

Street Address \_\_\_\_\_

Legal description: Lot 20, 21, 22, and 23 in Block 18  
in the town of Pioche County Lincoln Nevada

Personal property included: as is with all fixtures and Appliances

Earnest Money Deposit	\$ _____
Cash To Seller At Closing	\$ <u>6000.00</u>
Existing Loans & Liens	\$ _____
New Loan To Seller At Closing	\$ _____
Purchase Price	\$ <u>6000.00</u> <u>+ taxes</u>

The purchase price to be paid as follows:

1. EARNEST MONEY to be deposited with licensed title company or attorney within 48 hours of acceptance by seller. The buyer will take title subject to the following loans on terms agreeable to the buyer:

A. Loan to \_\_\_\_\_ Balance  
 \$ \_\_\_\_\_  
 Interest rate: \_\_\_\_\_ %, Monthly Payment \$ \_\_\_\_\_ Loan Number  
 Date last payment made \_\_\_\_\_ Loan current through \_\_\_\_\_

B. Loan to \_\_\_\_\_ Balance  
 \$ \_\_\_\_\_  
 Interest rate: \_\_\_\_\_ %, Monthly Payment \$ \_\_\_\_\_ Loan Number  
 Date last payment made \_\_\_\_\_ Loan current through \_\_\_\_\_

Other liens: \_\_\_\_\_

Any overstatement in the above loan and lien amounts will be added to note to seller. Any understatement will be deducted from balance due at close.

2. THE BALANCE DUE SELLER in the amount of \$ 1,100.00 shall be paid as follows: \_\_\_\_\_  
in full upon completion of transaction. Buyer agrees to  
pay any taxes due. including interest at the rate of \_\_\_\_\_  
0 %.



**3. PRORATIONS, IMPOUNDS & SECURITY DEPOSITS:** Loan interest, property taxes, insurance, and rents shall be prorated as of the date of closing. All security deposits shall be transferred to buyer at closing. All impound accounts for taxes and insurance are included in the purchase price and shall be transferred to buyer at closing. Any shortage in these accounts shall be charged to seller at closing.

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**4. CONDITION OF HOUSE AND APPLIANCES:** Seller warrants that the house and all mechanical systems and appliances will be in good working order at closing. Buyer will have access to property for inspection and the cost of any needed repairs will be paid by seller at closing. Appliances and other personal property will be transferred by bill of sale free of encumbrances at closing.

**5. CLOSING DATE AND TRANSFER OF TITLE:** This transaction shall close on or before Oct 15 2010. Closing will be held at \_\_\_\_\_ and Seller(s) agree to transfer marketable title free and clear of all encumbrances except those listed and pay any required state taxes or stamps required to record deed and mortgage. Seller agrees to furnish title insurance in the amount of the purchase price, showing no encumbrances or exceptions other than previously noted.

**6. DAMAGE TO PROPERTY:** Seller shall maintain property in its current condition and keep it insured against all loss until closing in the event of destruction covered by insurance. Buyer may elect to close and collect the insurance proceeds.

**7. DEFAULTS:** If buyer defaults under this contract, any and all monies deposited by buyer(s) shall be retained by seller as full liquidated damages. If seller defaults, buyer may pursue all remedies allowed by law and seller agrees to be responsible for all costs incurred by buyer as a result of seller's default.

**8. SUCCESSORS AND ASSIGNEES:** The terms and conditions of this contract shall bind all successors, heirs, administrators, trustees, executors and assignees of the respective parties.

**9. ACCESS ADVERTISING AND REPAIRS MADE BY BUYERS:** Sellers agree that buyers may advertise property and have access during reasonable hours to show property to others. If the property is vacant and in need of repairs, buyers at their expense may make repairs and improvements, and any improvements made shall become the property of the seller should the buyer default.

**10. ADDITIONAL TERMS AND CONDITIONS:**

Buyer agrees to pay any or all taxes due for  
listed property including but not limited to Past  
Due property tax and sales tax

The undersigned have read the above information, understand it and verify that it is correct.

**SELLERS:**

Terry Kearn & Jackie Morris

Darin Caldwell Marcie Martinez Dustin Brinkhoff

**BUYERS:**



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CORP



State of Utah )

County of Tooele )

SUBSCRIBED AND SWORN to before me this 22 day of Sept, 2009, by

Terry Kearns, Jackie Morris, Daci Caldwell, Marci Martinez  
Dustin Brunkerhoff

Margaret K Hawkins  
Notary Public



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