

Official Record

Recording requested By
YANCY WHIPPLE

Lincoln County - NV
Leslie Boucher - Recorder

Fee: \$43.00 Page 1 of 5
RPTT: Recorded By LB
Book- 269 Page- 0399



APN 011-090-19

APN _____

APN _____

Purchase & Sale Agreement
Title of Document

Affirmation Statement

I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does not contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) 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, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of a person or persons as required by law: _____
(State specific law)

[Signature] _____
Signature Title

Yancy Whipple _____
Print

2/7/12 _____
Date

Grantees address and mail tax statement:

Yancy Whipple
HC 67 Box 87
Hiko, NV 89017



Purchase and Sale Agreement

This agreement is made this 31st day of January, 2012

between Seller(s): Mark Wright

Social Security #

and Buyer: KW Legacy Ranch, LLC

EIN: 45-4085920

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: 1760 SR 318, Hiko, NV. 89017

Legal description: PCL 3 OF WRIGHT PCL MAP B/2

Parcel Number: 011-090-19

County: Lincoln

Personal property included: Included in the sale as part of said premises are the buildings, structures, and improvements now thereon, the 5.88 acres of land belonging to said parcel, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, automatic garage door openers, window shades, screens, screen doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, refrigerators, air conditioning equipment, dishwashers, and corrals, arenas, or animal pens.

Cash To Seller At Closing	\$2,000
Loan Made From Seller To Buyer	\$323,000
Total Purchase Price	\$325,000

1. THE BALANCE DUE SELLER in the amount of \$ 325,000 shall be paid as follows: \$2,000 paid to Seller at closing. The remaining \$323,000.00 paid at \$2,000.00 per month for the first 12 months, then increasing to \$3,000 per month until the balance is paid in full including interest at the rate of 6% per year.

2. 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 prior to closing. Appliances and other personal property will be transferred by bill of sale free of encumbrances at closing.

Seller warrants and represents that there are no legal actions, suits or other legal or administrative proceedings, including cases, pending or threatened or similar proceedings affecting the Property or any portion thereof, nor has Seller knowledge that any such action is presently contemplated which might or does affect the conveyance contemplated hereunder.

3. CLOSING DATE AND TRANSFER OF TITLE: This transaction shall close on or before December 31, 2012. Closing will be held at 1760 SR 318, Hiko, NV 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.

4. 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.



Page 2 of 2 Purchase and Sale Agreement

5. 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, then any payments made under this agreement shall be refunded by the Seller to the Buyer within seven (7) days and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

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

7. ADDITIONAL TERMS AND CONDITIONS:

Four horizontal lines for additional terms and conditions.

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

SELLER(S):

Mark Wright [Signature] 1/3/12
Print Name Signature Date

Print Name Signature Date

BUYER(S) or ASSIGNEE(S):

Pancy Whipple [Signature] 2/7/12 President
Print Name Signature Date Title

Luke Hatch [Signature] 2/7/12 President
Print Name Signature Date Title



Purchase and Sale Agreement

Mark Wright
seller
(Buyer's signature)

seller
(Entity)

Individual
(Title)

(Buyer's signature)

(Entity)

(Title)

State of Nevada

County of CLARK

On JANUARY 31, 2012 before me, DONNA J. WEISS
(Date) (Name, title of Officer-e.g., "Jane Doe, Notary Public")

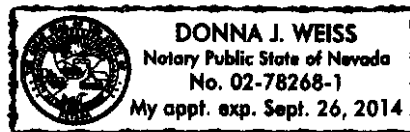
personally appeared MARK WRIGHT
(Name(s) of signer(s))

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the

person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Donna J. Weiss
(Signature of Notary)





Purchase and Sale Agreement

[Signature]
(Buyer's signature) Yancy Whipple

Buyer
(Entity)

President
(Title)

[Signature]
(Buyer's signature) Luke Hatch

Buyer
(Entity)

President
(Title)

State of Nevada

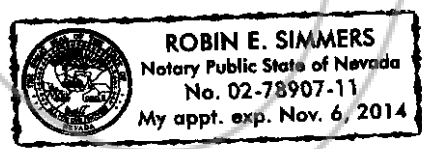
County of Lincoln

On 2-7-12 before me, Robin E. Simmers, Notary Public
(Date) (Name, title of Officer-e.g., "Jane Doe, Notary Public")

personally appeared Yancy Whipple & Luke Hatch
(Name(s) of signer(s))

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the

person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.
Robin E. Simmers
(Signature of Notary)