

APN 003-097-05

APN _____

APN _____



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, 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)

Leslie Boucher
Signature Title

TEO DASKAS
Print

4/2/12
Date

Grantees address and mail tax statement:

TEO DASKAS

PO Box 98

Prich NV 89043



RECORDING REQUESTED BY: Del A. Heil

AND WHEN RECORDED, RETURN TO: Del A. Heil
15 Madrigal, San Clemente, CA 92673

AGREEMENT

For Sale of "The Caliente Gas Station Property" - described as LOT 7 and the adjacent Easterly 18 feet of LOT 6 in block 39 in Thomas E Dixon addition in the city of Caliente, Lincoln County, Nevada.

Witnesseth:

This Agreement is entered into this 10th day of September, 2011, upon the terms and conditions set forth herein, by and between TED DASKAS (Seller) – whose address is P. O. Box 98, Pioche, NV 89043 and GEORGE BENDINSKIS (Buyer) – whose address is P. O. Box 55, Pioche, NV 89043.

The total Purchase Price is \$60,000, of which Seller, Ted Daskas, acknowledges receipt of \$7,500, leaving a total purchase balance of \$52,500.

The \$52,500 will be paid by Buyer in installments of \$8750 or more each year, plus interest at 5% per annum on the unpaid balance at the time of each payment. Six yearly payments will be due as follows:

- September 15 of 2012: \$8,750 plus \$2625 (5% Interest on \$52,500) for a total of \$11,375.
- September 15 of 2013: \$8,750 plus \$2188 (5% Interest on \$43,750) for a total of \$10,938.
- September 15 of 2014: \$8,750 plus \$1750 (5% Interest on \$35,000) for a total of \$10,500.
- September 15 of 2015: \$8,750 plus \$1313 (5% Interest on \$26,250) for a total of \$10,063.
- September 15 of 2016: \$8,750 plus \$ 875 (5% Interest on \$17,500) for a total of \$9,635.
- September 15 of 2017: \$8,750 plus \$438 (5% Interest on \$8,750) for a total of \$9,188.

Buyer and Seller will open an escrow with First American Title Company to transfer Legal Ownership of the Property from Seller to Buyer. (All Escrow and Transfer costs will be shared 50/50 between Seller and Buyer). The escrow will be instructed to provide a Note in the amount of the \$52,500 Purchase price balance with a Deed of Trust. The Note and Deed of Trust will be assigned to Del A. Heil and Doris Heil with the yearly payments to be made to Del A. Heil or Doris Heil at 15 Madrigal, San Clemente, CA. 92673. The note will have a due date of six years, but, upon notification to Seller, may be paid down at any time without penalty.

This Agreement binds the parties hereto, their heirs, administrators, executors, successors, and assigns, and may be executed in duplicate.

Default: Time is of the essence in the payments agreed to be paid. Should Buyer fail to make payments when due, such failure will constitute a default. Upon occurrence of a default, Seller may notify Buyer and if the default is not cured within 90 days, Seller may declare all sums



secured by this agreement to be immediately due and payable and, if not then paid within 90 days, this sale will be null and void and the property returned to Seller.

Attorney's Fees:

If any party in this agreement, or any assignee of any party hereto shall bring an action in any court of jurisdiction to enforce any covenant of the agreement, including any action to collect payment or to quiet title against the other party, it is hereby mutually agreed that the prevailing party shall be entitled to reasonable attorney's fees and all costs and expenses of said action.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the date first written above

BUYER:

SELLER:

George Bindinskis
George Bindinskis

Ted Daskas
Ted Daskas

Approved by:

Del A. Heil
Del A. Heil

State of Nevada
County of Lincoln

This instrument was acknowledged before me by George Joseph Bendinskis and Ted R. Daskas on this 8th day of September, 2011.

M. Howard

