

AGREEMENT #32684

THIS AGREEMENT made and entered into this 6th day of May, 1968, by and between TOPAZ RANCH ESTATES, a Nevada corporation, hereinafter called "Seller", and EDGAR W. STELZRIEDE, Jr. a single man, hereinafter called "Buyer", whose mailing address is: P.O. Box 515, Bridgeport, California 93517,

W I T N E S S E T H:

That, in consideration of the stipulations, mutual covenants and agreements herein contained, and the payments made and to be made as hereinafter provided, Seller hereby agrees to sell and Purchaser hereby agrees to purchase the following described real property located in the County of Douglas, State of Nevada, to wit:

Lot s 80 & 81, as shown on the map of TOPAZ RANCH ESTATES, UNIT NO. 2, filed in the office of the County Recorder of Douglas County, Nevada.

for the sum of THIRTY-NINE HUNDRED EIGHTY Dollars (\$3,980.00).

IT IS AGREED by and between the parties as follows:

1. That the purchase price shall be paid as follows: \$ 100.00 upon the execution of this Agreement, the receipt whereof is hereby acknowledged, and the balance in accordance with escrow instructions to NEVADA TITLE GUARANTY COMPANY executed contemporaneously with this Agreement, which instructions are incorporated into and made a part hereof as if fully set forth herein.

2. Buyer agrees to take title subject to such declaration of restrictions recorded in the office of the Recorder of Douglas County, Nevada, that relate to said property.

3. Buyer agrees to make no improvement on or perform any work of any nature upon the above-mentioned property without first giving Seller written notice of the intention of Buyer to make such improvement or perform such work.

4. Buyer agrees to pay all taxes levied on said property after this Agreement is executed before the same shall become delinquent.

5. Buyer agrees that all moneys paid to Seller by virtue of this Agreement shall immediately become the property of Seller, and in the event of default in the performance of any covenant contained in this Agreement or contained in said Escrow Instructions to NEVADA TITLE GUARANTY COMPANY, then in such event Seller may, at its option, terminate the right of Buyer to purchase pursuant to this Agreement, in which case Seller shall be released from all obligation at law or in equity to transfer said property, and Buyer shall relinquish all rights pursuant to this Agreement and all money therefore paid by Buyer to Seller shall be considered as rental for the right to use and occupy said premises, and not as penalty for the breach of this Agreement. Buyer further agrees that upon such election Buyer will peaceably vacate said premises and Seller may re-enter the same, or Seller may, at its option, declare the entire amount of principal and interest to be immediately due and payable and recover the same, together with court costs and a reasonable attorney's fee to be fixed by the Court, in an appropriate action.

6. The word Buyer shall include both the singular and the plural, as is indicated by the signatures affixed hereto, and if more than one person has executed this Agreement as Buyer, the interest of such persons pursuant to this Agreement shall be as \_\_\_\_\_.

7. That Buyer has executed this Agreement after a personal inspection of the premises, and not as a result of any warranty or representation that is not contained in this Agreement.

8. Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

WILSON & HALE  
ATTORNEYS AT LAW  
90 COURT STREET  
RENO, NEVADA

Edgar W. Stelzriede, Jr.  
Edgar W. Stelzriede, Jr.

TOPAZ RANCH ESTATES

By Fred Ballman  
Fred Ballman, President

STATE OF NEVADA }  
County of Ormsby } ss

On this 7th day of May, 1968, personally appeared before me, a Notary Public, FRED BALLMAN, known to me to be the person described in and who acknowledged that he executed the foregoing instrument on behalf of Topaz Ranch Estates.



*Vivian I. Gumns*  
Notary Public

NEVADA  
STATE OF NEVADA }  
Ormsby } ss  
County of Ormsby }

On this 6th day of May, 1968, personally appeared before me, a Notary Public, EDGAR W. STELZRIEDE, Jr., known to me to be the person described in and who acknowledged that he executed the foregoing instrument.

\_\_\_\_\_  
Notary Public

40898

Recorded at Request of NEVADA TITLE GUARANTY CO.  
On May 10, 1968 At 18 Min. Past 4 PM  
Official Records of Douglas County, Nevada. Fee \$4.00  
Ethel N. Schacht, Recorder. By *Jeanne Schacht*  
Deputy

WILSON & HALE  
ATTORNEYS AT LAW  
90 COURT STREET  
RENO, NEVADA