## AGREEMENT

#32700

THIS AGREEMENT made and entered into this 39 day of Good, 1968 by and between TOPAZ RANCH ESTATES, a Nevada corporation, hereinafter called "Seller", and STEPHEN V. ROBISON and MARIDEE ROBISON, husband, hereinafter called "Buyer", whose address is: 4625 Almond Drive, Reno, Nevada 89502

<u>W I T N E S S E T H:</u>

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 113, 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 NINETEEN HUNDRED NINETY - Dollars (\$1,990.00).

IT IS AGREED by and between the parties as follows:

- 1. That the purchase price shall be paid as follows: \$50.00 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 occupay 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 \_Joint Tenants With Right of Survivorship and not as tenants in common.
- 7. That Buyer has executed this Agreement after a personal inspection of a 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

Stephen V. Robison

Maridee Robison

TOPAZ RANCH ESTATES 409

Fred Ballman, President

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STATE OF NEVADA )
County of Ormsby )
On this 3rd day of May, 19 68, personally appeared before me, a Notary Public, FRED BALLMAN, known to me to be the person described in and who acknowledged that he exe-
appeared before me, a Notary Public, FRED BALLMAN, known
cuted the foregoing instrument on behalf of Topaz RanchEstates.
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- Company of the Comp
VIVIAN I. GUMNS  NOTARY PUBLIC, STATE OF NEVADA  ORMSBY COUNTY  Notary Public  Notary Public
ORMSBY COUNTY My Commission Expires Nov. 1, 1971 Notary Public
My Commission Expired
COMPANIES OF ANTICAL AND A
STATE OF NEVADA
STATE OF NEVADA  Washoe  County of Ormsby  State of Nevada  State of Nevad
On this day of , 19 68, personally appeared before me, a Notary Public, STEPHEN V. ROBISON and MARIDEE ROBISON , known to me to be the persons
MARIDEE ROBISON known to me to be the persons
described in and who acknowledged that they executed the foregoing instrument.
Instrument.
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Notary Public
PEAP! A LET
EARL M. LEE
PEARL M. LEE

40901

Official Records of Douglas County, Nevada. Foldos Ethel N. Schacht, Recorder. By Jeanne Summer Schacht.

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

40901

Notary Public — State of Nevada
Washes County
My Commission Expires Aug. 1, 1969