

R.P.T.T. \$ 3.85

AGREEMENT

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THIS AGREEMENT, made and entered into this 26th day of September, 19 72, by and between TOPAZ DEVELOPMENT CORP., a Nevada corporation, hereinafter called "Seller", and WILLIAM ADOLPH FENZEL and JACKLENE C. FENZEL, whose address is 4500 19th St. #408, Boulder, Colorado 80302, hereinafter called "Buyer",

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 14, in Block C, as shown on the map of TOPAZ RANCH ESTATES UNIT NO. 4, filed in the office of the Recorder of Douglas County, Nevada,

for the sum of THREE THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS

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 FIRST AMERICAN TITLE COMPANY OF NEVADA 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 FIRST AMERICAN TITLE COMPANY OF NEVADA 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 theretofore 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 husband and wife 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 the premises, and not as a result of any warranty or representation that is not contained in this Agreement.

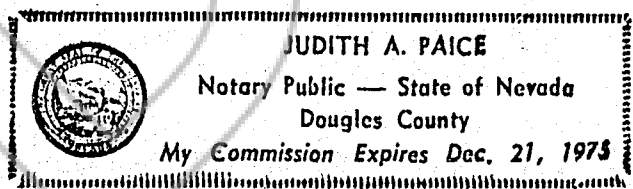
8. Time shall be of the essence of this Agreement.

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

William Adolph Fenzel
William Adolph Fenzel
Jacklene C. Fenzel
Jacklene C. Fenzel

TOPAZ DEVELOPMENT CORP.
By: John Arden
John Arden President

STATE OF ~~NEVADA~~)
) SS
County of DOUGLAS)



On September 26, 19 72, personally appeared before me, a Notary Public, JOHN ARDEN, known to me to be the person described in and who acknowledged that he executed the foregoing instrument on behalf of Topaz Development Corp.

Judith A. Paice
Notary Public

Colorado
STATE OF ~~NEVADA~~)
)
County of Boulder)

On September 21, 1972, personally appeared before me, a Notary Public William Adolph Fenzel and Jacklene C. Fenzel known to me to be the person s described in and who acknowledged that the y executed the foregoing instrument.

Linda Feather
Notary Public

My Commission expires May 18, 1976

Recorded at Request of
On SEP 27 1972 At 20 Min. Past 3 P M
Official Records of Douglas County, Nevada. Fee 21.00 pd

Patricia J. Stanley, Recorder.

By Jacqueline G. Hardy
Deputy

