

Recorded at the request of

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Tom Bowlin
2101 Marin Ave
Berkeley, Ca 94707

Agreement for Sale of Real Estate



THIS AGREEMENT, made in duplicate this 2ND day of June, 1976

~~XXXXXX~~, by and between BRUCE B. GREENE and LINDA L. GREENE, husband and wife, as joint tenants

hereinafter called the seller, and
TOM BOWLIN, Jr. and JOYCE BOWLIN, his wife, as joint tenants

hereinafter called the buyer.

WITNESSETH: That the seller, in consideration of the covenants and agreements on the part of the buyer hereinafter contained, agrees to sell and convey unto the buyer, and said buyer agrees to buy the following described real property, situate in the

County of Douglas;

State of Nevada, to-wit:

PARCEL 1:

Unit 8 of the amended map of SNOWDOWN, being all of Lot 57, located in Tahoe Village Sub. unit #1, Douglas County, Nevada, recorded October 29, 1974, as Document No. 76174.

PARCEL 2:

An undivided 1/26th interest in all of the "common area" as shown on the amended map of SNOWDOWN being all of Lot 57 located in Tahoe Village Sub. #1, Douglas County, Nevada, recorded October 29, 1974, as Document No. 76124.

TOGETHER with all tenements, hereditaments and appurtenances, including easements thereto belonging to appertaining, and any reversions, remainders, rents, issues or profits thereof.

SUBJECT, HOWEVER, to Declaration of Reciprocal Covenants for Tahoe Village Unit #1, recorded August 31, 1971, in Book 90, Page 485, Document No. 54193 and Document No. 54194, Official Records, Douglas County, Nevada; Declaration of Covenants, conditions and restrictions for Tahoe Village Unit No. 1, recorded January 11, 1973 in Book 173, Page 229, Document No. 63681, Official Records of Douglas County, Nevada; and Declaration of Restrictions recorded October 29, 1974, in Book 1074, Page 663, Douglas County Document No. 76175, and amended by document recorded April 7, 1975, as Document No. 79272, in Book 475, Page 190, Official Records, Douglas County, Nevada.

(\$ 31,000.00) in lawful money of the United States; payable as follows, to-wit: Dollars
-----Four Thousand Nine Hundred-----\$4,900.00-----

upon the execution of these presents, the receipt whereof is hereby acknowledged, and the balance as follows, to-wit: Monthly payments of \$240.23 or more (includes \$25.43 impound account for taxes, \$214.80 principal and interest) commencing May 1, 1976 and continuing until May 1, 1977 1977, when buyers herein will obtain new financing to clear deed of trust of record, or assume existing loan of record.

Additional payments may be made at any time.

All deferred payments shall bear interest at the rate of 9 1/4% per cent per annum, payable

and if not so paid it shall, at the option of the seller, be added to the principal and bear a like rate of interest. If any installment of principal or interest be not paid when due, then the whole of the principal and interest shall at the option of the seller, without notice, become forthwith due and payable.

The buyer hereby agrees to pay the said principal and interest at the times and in the manner herein mentioned. And the buyer further agrees to do and perform the following:

1. Pay all taxes and assessments which become a lien on the premises. Taxes and assessments for the current fiscal year to be pro rated from date hereof.
2. Pay all indebtedness incurred by the acts of the buyer, on, or which may become a lien on the premises.
3. To provide, maintain and deliver to seller fire insurance satisfactory to and with loss payable to seller. The amount collected under any fire or other insurance policy may be applied by seller upon the purchase price or at option of seller the entire amount so collected or any part thereof may be released to buyer. Such application or release shall not cure or waive any default hereunder.
4. To keep said property in good condition and repair; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
5. Obtain the written consent of the seller before the buyer destroys any trees or makes any alterations or additions to the improvements on the premises.
6. Not to violate or permit the violation of any law which might cause the closing of the premises or any part thereof.
7. To pay reasonable attorney's fees in the event that suit is brought hereunder for the recovery of the possession of the above described premises, or for the enforcement or breach of any of the terms hereof, or to clear this agreement or any lien done or suffered by the buyer from the record. Said attorney's fees shall become due at the time of filing any such action.

And the seller hereby agrees to do and perform the following:

1. In the absence of default, to permit the buyer to remain in possession of the above described premises from date hereof.
2. Upon the full performance by the buyer, of all the terms and conditions hereof, to make, execute and deliver to buyer a good and sufficient deed conveying the above described premises to the buyer, free and clear of all encumbrances, made or suffered by the seller.

It is further hereby agreed:

1. That the seller shall have the right from time to time, to enter upon the premises for the purpose of inspection.
2. In the event that the buyer fails to keep said premises free of taxes, liens and assessments, or to insure or to care for said premises, as hereinbefore provided, seller, without notice, may pay such taxes, liens and assessments, insurance premiums and cost of caring for said premises, and all payments made therefor, shall be added to and become a part of the purchase price and become immediately due and payable from buyer to seller and shall bear interest at the rate of ^{seven} per cent per annum until repaid.
3. That upon request of seller, buyer will accept a deed conveying said premises to buyer and will execute to seller or nominee a promissory note or notes, secured by deed of trust upon the said premises for the full amount remaining unpaid hereunder, which note or notes and deed of trust shall be executed by such persons and be in such form as is satisfactory to seller and shall, as to principal and interest, correspond to the terms hereof.
4. That this agreement is not assignable in whole or in part, either by operation of law, or otherwise, without the prior written consent of the seller.
5. That the performance by the buyer of all the terms hereof is a condition precedent, whereon depends the performance of the agreements on the part of the seller.
6. That the waiver by the seller of any breach of any term hereof shall not be a waiver of any subsequent or other breach hereof nor of any term or condition hereof.
7. That in the event of the failure of the buyer to comply with the whole or any of the terms hereof, the seller shall be released from all obligations in law or in equity to convey said premises, shall be entitled to immediate possession thereof, and the buyer shall forfeit all rights hereunder and the seller shall retain all moneys paid hereunder as rent and compensation for the use and occupancy of said premises.
8. That time is of the essence of this agreement.

IN WITNESS WHEREOF the parties hereto have executed this instrument the day and year first hereinabove written.

Bruce B. Greene *Linda L. Greene*
 Bruce B. Greene Linda L. Greene
Tom Bowlin, Jr *Joyce Bowlin*
 Tom Bowlin, Jr Joyce Bowlin

2101 Marin Ave. Berkeley, Calif. 94707

Agreement for Sale

TO

WESTERN TITLE
 INSURANCE COMPANY
 DOWNTOWN OFFICE
 266 BUSH STREET
 CIVIC CENTER OFFICE
 240 VAN NESS AVENUE
 GEARY BOULEVARD OFFICE
 5138 GEARY BOULEVARD
 PARKSIDE OFFICE
 1100 TARAVAL STREET
 MISSION OFFICE
 26 OCEAN AVENUE
 SAN FRANCISCO
 YUKON 1-6767

09590

COPY

REQUESTED BY
DOUGLAS COUNTY TITLE
AN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
#5.00 pd.
1977 MAY 27 PM 3:40

PATRICIA J. WILLIAMS
RECORDER

Donna Garrison
(Dep.)

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BOOK **577** PAGE **1553**