

Y.P.T.T. #1925

Agreement for Sale of Real Estate

THIS AGREEMENT made the 28th day of May one thousand nine hundred and Eighty

BETWEEN Willard R. Brown and Lois B. Brown, husband and wife, as joint tenants

the part.Y. of the first part, and Joel S. Brodkey and Martha Brodkey, husband and wife, as joint tenants

P.O. Box 5337 State Line Nev. 89449

the part.Y. of the second part,

WITNESSETH: That the part.Y. of the first part, in consideration of the covenants and agreements on the part of the part.Y. of the second part hereinafter contained, agree.S. to sell and convey unto the part.Y. of the second part, and the part.Y. of the second part agree.S. to buy all that real property situate in the

County of Douglas, State of Nevada, and

bounded and particularly described as follows, to wit:

Lot 85, of Fish Springs Estates, according to the map thereof, filed for record in the Office of the County Recorder of Douglas County, Nevada, on August 30, 1973, as Document No. 68451.

for the sum of Seventeen Thousand Five Hundred and no/100 dollars,

lawful money of the United States of America; and the part.Y. of the second part, in consideration of the premises, agree.Y. to pay to the part.Y. of the first part the said sum of Seventeen

Thousand Five Hundred and no/100 dollars,

at the times and in the manner following, to wit: \$5,000.00 received by party of First Part upon signing this contract. The balance of \$12,500.00 is to be paid by Brodkey to Brown, \$125.00 or more per month including interest at 10% per annum. All due & payable in 5 years from date of signing this contract.

At any time during the term of this contract, and upon additional payment on principal by Brodkey of \$5,000.00, Browns agree to subordinate to a construction loan not to exceed \$90,000.00, and provide Brodkeys with a deed to subject property. Terms on balance to remain same as on contract of sale.

This contract of sale is subject to existing loan with R. M. Prior and Adwina M. Prior, husband and wife, as joint tenants, with a balance of \$5,000.00 as assigned by C.E. S. Corporation, recorded August 3, 1979, Book 879 of Official Records, page 227, Douglas City, Nevada, Document No. 35168.

The part.Y. of the 2nd part agree.S. to pay all state, county and municipal taxes or assessments of whatsoever nature which are or may become due on the property above described

45486

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In the event of a failure to comply with the terms hereof by the part...Y.. of the second part, the part..Y... of the first part shall be released from all obligation in law or equity to convey said property, and the part...Y.. of the second part shall forfeit all right thereto and all moneys theretofore paid hereunder shall be treated as rent and compensation for the use and occupancy of said premises and be retained by the part...Y... of the first part.

And the part..Y... of the first part, on receiving such payment, at the times and in the manner above mentioned, agree..Y. to execute and deliver to the part..Y... of the second part, or to their..... assigns, a good and sufficient deed conveying said property free and clear of all liens and incumbrances made, done or suffered by the part..Y.. of the first part

And it is understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, and assigns of the respective parties, but no assignment of this contract shall be valid without the written consent of the part.Y.... of the first part. Time is of the essence of this agreement.

IN WITNESS WHEREOF the parties hereto have executed these presents in duplicate the day and year first above written.

Signed and Delivered in the Presence of

Joel S. Brodkey
Martha Brodkey
Willard R. Brown



M. H. Metternich 5/29/80

Joel S. Brodkey
Martha Brodkey *Willard R. Brown*
Lois B. Brown

STATE OF CALIFORNIA,

County of El Dorado } ss.

On this 5th day of June in the year one thousand nine hundred and eighty before me, David B. Shaeffer, a Notary Public, State of California, duly commissioned and sworn, personally appeared Willard R. Brown and Lois B. Brown, husband & wife

known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal, in the said County of El Dorado the day and year in this certificate first above written.

David B. Shaeffer
 Notary Public, State of California.

My Commission Expires April 15 - 1983

Re:	Principal	Interest	Date
		45186	
		BOOK 680 PAGE 1966	

COPY

REQUESTED BY
Joel S. Brodkey

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

5.00 pd

1980 JUN 20 PM 12:54

MARIE A. RABEL
RECORDER

Donna Luentzer 45486
(Dep.) BOOK 680 PAGE 1967