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'After Recording Please Mail To:

Simpson-Zinke P. O. Box 158 Minden, Nevada 89423

MAIL TAX STATEMENT:TO: Harley B. Jobe III Route 1 Box 158 Gardnerville, Nevada 89410

## AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

Application No. 13 724
THIS AGREEMENT made in duplicate July 23 19 82 between William P. Simpson & Posalia A. Simpson bushand and wife and
William P. Simpson & Rosalie A. Simpson, husband and wife and Mark E. Zinke and Candice L. Zinke, husband and wife  called "Seller" and HARLEY B. JOBE III and ROCHELLE R. JOBE, husband
and wife, as Community Property, herein called "Buyer". with right of survivorship.
WITNESSETH:
Soller agrees to sell to Buyer, and Buyer agrees to buy from Seller real property described as follows:
See Description sheet attached hereto and made a part hereof
SUBJECT TO: Proration of taxes and/or assessment for the current fiscal tax year, and all thereafter coming due, and to en-
cumbrances, conditions, restrictions, reservations, easements, exceptions, rights and rights of way whether or not the same, appear upon the public records, affecting said property.
The price of principal sum, for which Seller agrees to sell and Buyer agrees to buy said property is the sum of
TWO HUNDRED and NO/100 Dollars (\$ 200,000.00
lawful money of the United States, and buyer in consideration of the premises, promises and agrees to pay to Seller said sum, as follows:
SIX THOUSAND and No/100 Dollars (S. 6,000.00)
upon the signing and delivery hereof, receipt whereof is hereby acknowledged, and the balance of said purchase price in monthly installments of
See attached shedule for payments Dollars (S)
each, or more, commencing of the
ments shall include interest on the unpaid principal balance hereof from date until paid at the rate ofpercent
(and continuing until said principal and inter-
est have been paid. Each payment shall be credited first on interest then due; and the remainder on principal; and interest shall thereupon cease upon the principal so credited. Closing date of escrow July 28, 1982
Payment due on the 1st of each month is in the amount of \$945.00 beginning August 1, 1982
and payment due on the 15th of each is in the amount of \$1,301.29 beginning August 15,
1982. There will be a late charge of \$50.00 for each payments made after 10 days from due dat
<ol> <li>Buyer agrees to pay before delinquency all State, County and/or municipal assessments, such as taxes, etc. after date of this contract. Should Buyer fall to pay any of same 10 days before date of delinquency seller may, without notice, pay same and any such amount paid by Seller shall be due forthwith from Buyer to Seller.</li> </ol>
2. Buyer agrees not to transfer, assign or encumber this contract or any integest in same or interest in or right to the possession of said land or any part thereof without the written consent of SellerSee addition on reverse side.
o as to the sale of the contract of the contra
but an officer of Seller can change or waive any of the provisions hereof.

 No waiver of the breach of any covenant, restriction or condition hereof by Seller shall be construed to be a waiver of any succeding breach thereof.

TIME is of the essence of this agreement, and in event of failure by Buyer to comply with its terms seller shall be released from all obligations in law or equity to convey said property, and Buyer shall forfeit all rights thereto and to all money paid under this agreement.

Setter, on receiving such payments at the time and the manner provided, agrees to execute and deliver to Buyer a good and sufficient deed, conveying said property free of encumbrance except as herein set forth; or created, or suffered by Buyer.

Easements for installation and maintenance of utilities, sanitary and drainage facilities are reserved unto the Seller.

8. Buyers agree that Buyers will not permit any lien or encumbrance prejudicial to Seller to be lodged against said premises because of any act of omission of Buyers, and Buyers agree that buyers will at all times, when it is required to prevent the lodging of a lien or encumbrance against said premises, keep posted in a conspicuous place upon said premises, and duly recorded, a proper and sufficient notice of nonresponsibility of Seller for or on account of any improvement, structures or buildings built or placed upon premises by Buyer, or for any materials supplies and/or labor furnished to Buyer or delivered to or used upon said premises. XDXXXIEXCHONGRECORX ROWERS AGREE ARXIVEX AGREE ARXIV

- 10. If Buyers default in the payment of any of the installments of principal or interest payable to Seller by Buyers under this agreement, or in the payment of any taxes, costs or assessments herein provided to be paid by Buyer, or in the performance by Buyers of any of the other provisions of this Agreement, and Buyers fail to cure said default within thirty (30) days of written notice of Seller to Buyers of such default, Seller may at its election consider the contract terminated and all payments made by Buyers prior to Buyers breach of contract may be retained by Seller as rent and liquidated damages. Any provisions herein as to notice shall be satisfied by mailing of same to be effective as of the date of the mailing of
- 11. Upon the execution of this agreement Buyers will execute a quit claim deed for the premium purchased showing sellers as grantees and deliver same to escrow holder, Silver State Title Company, with instructions that if they are in default in any of the terms on provisions set forth in paragraph 10 above for more than 30 days and if sellers, have exercised their option to terminate this contract, then the said escrow holder is to record the said quit claim deed.

  12. The Seller agrees that when the said purchase price and all other amounts to be paid by Buyers are fully paid as herein
- provided, Seller will make, execute and deliver a good and sufficient DEED to Buyers free and clear of all liens and encumbrances except (a) liens or encumbrances done or suffered to be placed upon said premises by Buyers: (b) taxes and assessments of every kind levied or assessed against said premises and payable by Buyers; (c) any and all rights of way and easements now of record or existing; and (d) any and all restrictions thereon of record, and/or herein provided.
- Each of the parties hereto covenant and agree to create and establish and appropriate escrow, to carry out the terms of this Agreement, said escrow to be established with the said SILVER STATE TITLE COMPANY. All costs of the escrow, title insurance, recordation, etc., are to be divided equally by the parties hereto.
- 14. In the event of suit by Seller to enforce any right of Seller hereunder, or for any other purpose in connection herewith upon breach by Buyers, there shall immediately become due from buyers to Seller at the commencement of such suita reasonable sum as and for attorneys' fees, fee to be fixed by the court.
- 15. The terms, conditions and covenants of this Agreement shall be binding upon and shall insure to the benefit of the heirs. executors, administrators and assigns of the respective parties hereto.

Collection Account will be setup at Silver State Title Company for all payments and a collection fee of \$15.00 will be due Silver State Title Company and be paid by the Buyer.

It is agreed that Buyer may associate one or more partners in his contract interest under this agreement without the written consent of seller, provided, however, that buyer agrees not to divest himself (themselves) of more than a 49% interest in this agreement or the real property the subject hereof without the written consent of seller.

Buyers have right to make improvements and repairs as needed for normal course of business.

IN WITNESS WHEREOF, the Seller has caused its name to be hereunto affixed by its duly authorized agent, and the Buyers

have executed the same, in duplicate, in the day and year first writte	n above.
Harray B. / John III	Mark 2 Zinke Candice L. Zinke  Mark E. Zinke Candice L. Zin  William P. Simpson  William P. Simpson  Rosalie Simpson
Ròchelle R. Jobe ADDRESS Route 1 Box 158	ADDRESS P. O. Box 62
	ADDRESS
CITY_Gardnerville Nv 89410	CITY Gardnerville, Nv 89410
PHONE	PHONE
State of Nevada	
County of DOUGlas	
On this 27th day of July Public in and for said County, personally appeared	, 19 <u>82</u> , before me, the undersigned, a Notary
Harley B. Jobe III and Rochelle R. Jobe	the faces less inclument and advantage of the
the y executed the same, freely and voluntarily and for the uses a	and purposes therein mentioned.
Witness my hand and of	licial seal
( Notary Public Neveds )	E Zanke
My Accompant Cours year & 17 th	nd for said County and State
1	
State of Nevada )	
County of Douglas	
On this 2/th day of July	, 1982_, before me, the undersigned, a Notary
Public in and for said County personally appeared William P. Simpson, Rosalie A. Simpson, Mark	E. Zinke and Candice L. Zinke
known to me to be the person S	
-	69724

Witness my hand and official seal

Mugdent 2 All Notary Public in and for said County and State

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MARGARET E. ZINKE inny Public - Novada Douglas County

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## SCHEDULE OF AMOUNTS AND PAYMENTS UNDER CONTRACT OF SALE

The Contract of Sale is in the amount of \$194,000.00 owing executed by William P. Simpson and Rosalie A. Simpson, husband and wife, and Mark E. Zinke and Candice L. Zinke, husband and wife, Sellers and Harley B. Jobe III and Rochelle R. Jobe, husband and wife, as Joint Tenants, buyers with the following amounts covered by this Contract of Sale. Monthly payments of \$945.00 are due the 1st of August 1982 and monthly thereafter and \$1,301.29 due on the 15th of August, 1982 and monthly thereafter. These payments will be decreased according to the following schedule.

lst Deed of Trust in the amount of \$8,008.01 dwing/in favor of Jack R. Robinson and Roberta E. Robinson, husband and wife with monthly payments in the amount of \$150.00 including interest at 8 1/2% per annum Payments are due on the 1st of each and every month and represents a portion of the payment as shown above due on the 1st of each month. Upon payment in full of this Deed of Trust the monthly payment as shown above will decreased by the amount of this payment.

2nd Deed of Trust in the amount of \$74,600.03 owing in favor of Argus J. Capps and Juanita G. Capps, husband and wife, with monthly payments in the amount of \$795.00 including interest at 9 1/2% per annum. Payments are due on the 1st of each and every month and represents a portion of the payment as shown above due on the 1st of each month.

3rd Deed of Trust in the amount of \$69,712.61 owing in favor of James G. Bowers and Madelyn J. Bowers, husband and wife, with monthly payment in the amount of \$770.78 including interest at 12% per annum. Payments are due on the 18th of each and every month and represents a portion of the payment as shown above due on the 15th of each month.

4th Deed of Trust in the amount of \$30,000.00 owing in favor of James G. Bowers and Madelyn J. Bowers, husband and wife, with interest only monthly payments in the amount of \$400.00 at 16% interest per annum. Interest to be calculated on the unpaid principal balance owing. On or before the 18th day of March 1983 there will be a principal payment due in the amount of \$10,000.00. On or before March 18th, 1984 there will be a principal payment due in the amount of \$10,000.00 and on or before March 18, 1985 the remaining principal amount plus interest will be due and payable. Upon the payment of principal amount the interest payment will be decreased and then will reflect this amount in monthly payment as shown above which represents a portion of the payment due on the 15th of each month.

Contract on Mobile Home with a balance owing of \$4,577.85 in favor of First Interstate Bank of Nevada with payments of \$130.51 due on the 20th of each and every month and represents a portion of the payment as shown above due on the 15th of each month. There is a total of 35 payments due on this contract and when paid in full the monthly payment will be decreased by the amount of this payment.

Balance'of Contract of sale due the Sellers will be paid as follows: \$1,000.00 due on the 2nd of August, 1982, \$1,000.00 due on the 9th of August, 1982, \$1,000.00 due on the 16th of August, 1982, \$1,000.00 due on the 23rd of August, 1982, \$1,000.00 due on the 30th of August, 1982, \$1,000.00 due on the 6th of September, 1982 and the final payment of \$1,101.50 due on the 13th of September, 1982.

Harley B. Jobe, III

Ove B

Rochelle R. Jobe

osalie A. Simpson

andise L. Zinke

## DESCRIPTION SHEET

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

A portion of the East 1/2 of Section 18, Township 10 North, Range 22 East, M.D.B. & M., further described as follows:

COMMENCING at the 1/4 corner common to Sections 17 and 18, Township 10 North, Range 22 East, M.D.B. & M.; thence along the section line

North 00°13'20" West 252.48 feet; thence North 40°38'00" West 351.11 feet; thence South 67°20'29" West 838.72 feet; thence North 20°32'15" West 112.64 feet; thence North 68°37'49" East 250.00 feet

to the Point of Beginning of Parcel "a"; thence

North 20°32'15" West 179.33 feet; thence North 04°33'00" West 173.54 feet; thence North 85°27'00" East 90.00 feet; thence South 82°17'07" East 97.45 feet; thence South 04°33'00" East 284.17 feet; thence South 68°37'49" West 141.91 feet

to the Point of Beginning.

Also shown as Parcel "A" on that Amended Parcel Map for Argus J. and Juanita G. Capps as recorded October 28, 1975 in Book 1075, Page 1102, Document No. 84096, Official Records of Douglas County, State of Nevada.

Assessor's Parcel No. 37-123-02.





