

STATE OF NEVADA  
County of Douglas

R.P.T.T. \$ 135.30

I hereby certify that the within instrument was filed and recorded  
in DOCKET page

Fee No.

at the request of

Witness my hand and official seal.

When recorded mail to:

R. Keith Rhodes  
7590 E. Pleasant Run  
Scottsdale, AZ. 85258

County Recorder,

By

Deputy Recorder

Fee

### AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE entered into

October 11

, 19 83, between

Joseph S. Risi, an unmarried man, John M. Thornbunn & Lynn H. Thornbunn  
as Seller, whose address is: 4312 E. Rancho Dr. Phoenix, AZ. 85018  
and  
R. Keith Rhodes, an unmarried man.  
whose address is: 7590 E. Pleasant Run, Scottsdale, AZ. 85258

as Seller, whose address is: 4312 E. Rancho Dr. Phoenix, AZ. 85018  
and  
R. Keith Rhodes, an unmarried man.  
whose address is: 7590 E. Pleasant Run, Scottsdale, AZ. 85258  
as Purchaser,

( ) taking title as JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, and not as Tenants in Common and not as Community Property.

WITNESSETH:

That Seller, in consideration of the covenants and agreements of Purchaser, hereinafter contained, agrees to sell and convey unto Purchaser, and Purchaser agrees to buy, all that certain real property, together with all and singular the rights and appurtenances thereto in anywise belonging, situate in the County of Douglas, State of Nevada described as follows, to wit:

311 D. Olympic Court.  
Stateline, Nevada

aka Lot 28, Unit D. Tahoe Village  
Unit No 1, an amended map of  
Alpine Village, Unit # 1, filed in  
the office of the county recorder of  
Douglas Co., Nevada on Dec 7, 1971  
File # 55769

the title to which is understood and agreed to be subject to all taxes and other assessments, reservations in patents and all easements, rights of way, encumbrance, liens, covenants, restrictions, obligations and liabilities as may appear of record, for the sum of One Hundred Twenty Three Thousand Dollars, (\$ 123,000. — ) lawful money of the United States, and Purchaser agrees in consideration of the premises to pay said sum in the following manner:

1. \$98,200 (less) Note in favor of sellers at 13.75% interest/annum payable \$1,143.00, or more, including interest, on or before the 25th of each month, until paid in full.
2. The difference between the sales price & note to be paid to sellers in the form of 14 Karat gold Italian chain valued at \$24/gram.

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Seller and Purchaser hereby appoint Security Title Agency as the Account Servicing Agent for this Agreement for Sale.

Seller and Purchaser, and each of them, promise to pay promptly all costs, damages, attorney's fees, expenses and liabilities which, in good faith and without fault on its part, the Account Servicing Agent may incur or sustain in connection with this Agreement for Sale and in connection with any court action arising out of this Agreement for Sale. Seller and Purchaser do hereby indemnify and hold the Account Servicing Agent harmless against all such costs, damages, attorney's fees, expenses and liabilities.

Purchaser shall pay, before they become delinquent, all installments of principal and interest of special improvement liens against said property not delinquent at the date hereof, and all taxes and assessments on said property levied subsequent to December 31st. of the calendar year prior to the calendar year of the date of this Agreement for Sale, together with all other assessments and charges for or on account of irrigation water or power used for furnishing irrigation water, after the date hereof.

Purchaser shall keep the buildings erected, and to be erected, on said property insured, by an insurance company to be approved by Seller, against fire in the amount of the reasonable insurable value thereof, for the mutual benefit and protection of the parties hereto.

If Purchaser fails to pay any such taxes, charges, assessments or premiums for fire insurance or fails to pay any amount due upon or fails to perform any conditions or covenants of any agreement for sale, deed of trust or mortgage required of Purchaser before the same shall have become delinquent, Seller shall have the right to pay or procure the same, together with necessary costs and legal fees, and the amounts so advanced and such repayments thereof shall be secured hereby and shall be repaid to Seller by Purchaser upon demand, together with interest thereon at the rate set forth in the manner of payment from date advanced by Seller until repaid, and any payment so made by Seller shall be prima facie evidence of the necessity therefor. If the Account Servicing Agent is notified in writing by the Seller of such advances, it shall not deliver deed to Purchaser until repayment thereof with interest shall have been made, together with Account Servicing Agent's fees.

Seller shall deliver to the Account Servicing Agent a deed conveying the hereindescribed property to Purchaser to be delivered to Purchaser upon fulfillment of the Purchaser's obligation to Seller under the terms of this Agreement for Sale. No transfer or assignment of any rights hereunder shall be made by anyone having an interest herein, unless made in such manner and accompanied by such deeds and other instruments as shall be required by the Account Servicing Agent, nor until its regular fees and other costs shall have been fully paid, and all instruments deposited with the Account Servicing Agent.

Purchaser may enter into possession of said property and continue in such possession for and during the life of this Agreement for Sale. Purchaser agrees to maintain said premises and all improvements thereon in good repair, to permit no waste thereof and to take the same care thereof that a prudent owner would take.

Should Purchaser default in making any payment, or in fulfilling any obligation hereunder, Seller may elect to pursue any remedy at law or in equity including, but not limited to, forfeiture of Purchaser's interest by notice.

If Seller institutes suit against Purchaser to enforce Seller's rights under this Agreement for Sale and obtains valid judgment against Purchaser, Purchaser agrees to pay all costs, expenses and attorney's fees of Seller.

If Seller serves a Notice of Election to Forfeit upon Purchaser, Purchaser shall, as a penalty for Purchaser's failure to perform under the provisions of this Agreement for Sale, repay Seller for any costs, fees, charges or expenses incurred by Seller or the Account Servicing Agent in the serving of such Notice.

Forfeiture by notice and reinstatement of the Purchaser's interest shall be accomplished in the manner provided in Arizona Revised Statutes Section 33-741 et seq. If Purchaser's interest in the property is forfeited, Purchaser shall surrender to Seller, forthwith, peaceable possession of said property, and shall forfeit to Seller as liquidated damages any and all payments made hereunder, together with any and all improvements placed on or in said property.

Whenever the context of this instrument requires, words used in the masculine gender include the feminine and neuter, the singular includes the plural, and the plural the singular. Every reference to Seller, Purchaser and Account Servicing Agent shall be deemed to constitute a reference to all successors in interests or assigns of the party to which reference is made.

By execution of this Agreement for sale the Purchaser hereby accepts and approves the vesting shown on the front page hereof. All parties represent that they are of legal age.

Time is of the essence of this Agreement for Sale.

This Agreement for Sale shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year above written.

Seller: [Signature] JENNIFER THORN BURN Purchaser: [Signature]

Seller: [Signature] LYNN H. THORN BURN Purchaser: \_\_\_\_\_

Seller: [Signature] JOSEPH S. RISI Purchaser: \_\_\_\_\_

State of Arizona )  
County of Maricopa ) ss.

This instrument was acknowledged before me this 26<sup>TH</sup> day of October, 1983, by

Commission expires: \_\_\_\_\_  
[Signature] Notary Public

SEAL

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

090308

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1983, by

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Commission expires: \_\_\_\_\_ Notary Public

COPY

REQUESTED BY  
*P. L. Rhodes*  
OFFICIAL RECORDS OF  
CLARK COUNTY, NEVADA  
*\$ 7.00 p.d.*  
1983 NOV - 1 PK12: 11

SUZANNE BEAUDREAU  
RECORDER  
*Suzanne Beaudreau*  
*clip.*

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