

AMENDED AGREEMENT
FOR SALE OF REAL ESTATE

THIS AGREEMENT made this 5th day of October, 1984, by and between Marie DeBooy, party of the first part, and Jim A. EnEarl and Lynn M. EnEarl, husband and wife as Joint Tenants with the right of survivorship, hereinafter called the parties of the second part, of Rt. 3, Box 668, Minden, Nevada, 89423.

W I T N E S S E T H:

WHEREAS, on the 24th day of October, 1977, the mother and father of the party of the first part, Harry R. and Vivian T. Clapham, entered into a contract with the party of the second part wherein the party of the second part agreed to purchase those certain lots, pieces or parcels of land situated in Douglas County, State of Nevada, more particularly described hereinbelow, known as Lot 1 through 5, in the Idle Acres Subdivision, for the sum of One Hundred Fifty Thousand Dollars (\$150,000.00), with Twenty-Five Thousand Dollars (\$25,000.00) down payment within ninety (90) days of October 24, 1977, the balance to be paid at the rate of One Thousand Dollars (\$1,000.00) per month with interest at five percent (5%) in lawful money of the United States of America, with a decreasing balance of said principal sum with interest being paid on the declining principal until such principal has been completely paid together with interest.

WHEREAS, the father of the party of the first part passed away on or about December 2, 1980, and the mother of the party of the first part passed away on or about the 17th day of December, 1982.

WHEREAS, previous agreements between the parents of the party of the first part and the party of the first part conveyed said Lots 1 through 5 of the Idle Acres Subdivision to the party of the first part upon the death of the surviving parent of the party of the first part.

1 WHEREAS, the party of the first part and the party of
2 the second part are desirous of continuing the previous agreement
3 between the parents of the party of the first part and the party
4 of the second part for the purchase of said Lots 1 through 5 of the
5 Idle Acres Subdivision, and this agreement is to confirm and
6 ratify that agreement.

7 WHEREAS, the party of the second part has faithfully
8 performed all obligations of previously existing agreements by
9 making said purchase money payments to the parents of the party of
10 the first part and the party of the first part on the death of her
11 parents in a timely fashion.

12 NOW, THEREFORE, for and in consideration of the mutual
13 obligations, covenants and warranties contained herein, and
14 contained in the agreements between the parents of the party of
15 the first part, the party of the first part and the party of the
16 second part, the parties hereto agree as follows:

17 I.

18 RATIFICATION AND ADOPTION

19 The party of the first part, and the party of the second
20 part, hereby ratify and adopt the following:

21 (A) The party of the first part agrees to sell and convey
22 unto the party of the second part, and the party of the second part,
23 as joint tenants, and not as tenants in common with the right of
24 survivorship, agree to by all that certain lot, piece or parcel of
25 land situated in the County of Douglas, State of Nevada, from the
26 party of the first part.

27 (B) The party of the first part agrees to accept, and
28 the party of the second part agrees to pay to the party of the
29 first part, that remaining balance due as of the date of this
30 agreement on the original purchase price of One Hundred Fifty
31 Thousand Dollars (\$150,000.00), minus the Twenty-Five Thousand
32 Dollars (\$25,000.00) paid as a down payment and the timely monthly

1 payments made to the parents and to the party of the first part
2 since October 24, 1977 for the purchase of the property described
3 hereinbelow, together with interest of Five Percent (5%) in lawful
4 money of the United States of America due on the decreasing balance
5 of the principal sum, paying said principal sum and interest on a
6 timely monthly basis together at the same time to the party of the
7 first part.

8 (C) The party of the first part agrees to convey clear
9 title, without liens or encumbrances, to the party of the second
10 part upon the payment of the principal balance plus interest, to
11 all those certain lots, pieces or parcels of land situated in the
12 County of Douglas, State of Nevada, and more particularly described
13 as follows:

14 Lots 1 through 5, in the Idle Acres
15 Subdivision located in the S. $\frac{1}{2}$, of
16 the S.E. $\frac{1}{4}$ of Section 33, Township
17 14 N., R. 20E., M.D.B.&M.

18 (D) The parties hereto recognize that the party of the
19 second part has paid, and continues to pay, and will agree to pay
20 all future, State, County and Municipal Taxes or assessments of
21 whatever nature which become due and owing on the property
22 delineated hereinabove. The parties agree that all such State,
23 County and Municipal Tax or assessment billing shall be sent to
24 the party of the second part at Rt. 3, Box 668, Minden, Nevada,
25 89423.

26 (E) The parties hereto agree that they shall make,
27 execute and deliver any documents necessary or desirable to carry
28 out the full intent and purposes of this agreement.

29 (F) This agreement shall be binding upon and shall inure
30 to the benefit of the heirs, executors, administrators, successors
31 and assigns of the parties hereto, but nothing in this paragraph
32 contained shall be construed as a consent by either party to the
assignment of this agreement, or of any interest therein by either

1 party without the expressed written consent of the other party
2 prior to such assignment. Any such assignment duly approved in
3 writing by either party shall be promptly recorded by the party
4 consenting to said assignment.

5 IN WITNESS WHEREOF, the parties hereto have set their
6 hands and seals the day and year first above written.

7
8 Marie DeBooy
9 MARIE DeBOOY,
10 Party of the first part

Jim Arnold Enearl
JIM ARNOLD ENEARL,
Party of the second part

Lynn Marie Enearl
LYNN MARIE ENEARL
Party of the second part

14 STATE OF NEVADA)
15 : ss.
16 COUNTY OF DOUGLAS)

17 On this 22 day of October, 1984, before me, the
18 undersigned, a Notary Public in and for the County of Douglas,
19 State of Nevada, duly commissioned and sworn, personally appeared,
20 JIM ARNOLD EN EARL and LYNN MARIE EN EARL, known to me to be the
21 persons whose names are subscribed to the within instrument, and
22 who acknowledged to me that they executed the same freely and
23 voluntarily and for the uses and purposes therein mentioned.

24 Michael Smiley Rowe
25 NOTARY PUBLIC

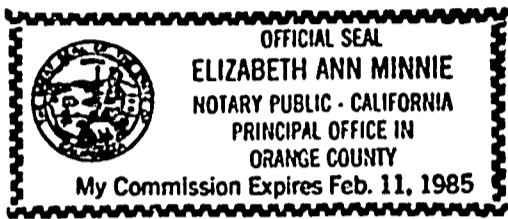


27 STATE OF CALIFORNIA)
28 : ss.
29 COUNTY OF ORANGE)

30 On this 26th day of October, 1984, before me, the
31 undersigned, a notary Public in and for the County of ORANGE,
32 State of California, duly commissioned and sworn, personally
33 appeared, MARIE DeBOOY, known to me to be the person whose name is

1 subscribed to the within instrument, and who acknowledged to me
2 that she executed the same freely and voluntarily and for the uses
3 and purposes therein mentioned.
4

5 *Elizabeth Ann Minnie*
6 NOTARY PUBLIC



7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32



REQUESTED BY
Mike Rowe
IN OFFICIAL RECORDS OF
THE STATE OF CALIFORNIA

'84 OCT 30 A9:31

SUZANNE DEBONO
RECORDED

\$ 9⁰⁰ PAID *Ju* DEPUTY

109341

5.

BOOK **1084** PAGE **3411**