

When recorded mail to:

Documentary Transfer Tax:

Mr. Thomas A. Abdo
P.O. Box 1362
Gardnerville, Nevada 89410

\$ 53.90
Based on Full Value Less Encumbrance

ORDER: 103553

AGREEMENT FOR THE SALE
AND
PURCHASE OF REAL ESTATE

THIS AGREEMENT, made and entered into this 7th day of November, 1984, by and between DENNIS ATCHISON an unmarried man and DONNA A. ATCHISON, an unmarried woman hereinafter referred to as "Seller", and THOMAS A. ABDOO, an unmarried man hereinafter referred to as "Buyer";

W I T N E S S E T H

Seller agrees to sell and Buyer agrees to buy for a total consideration of SIXTY-THREE THOUSAND AND NO/100 (\$63,000.00) DOLLARS, in coin or currency which at the time of payment shall be legal tender for the payment of public and private debts in the United States of America, the following described real property situate in the County of Douglas, State of Nevada, and more particularly described as follows:

Lots 11 and 12, in Block K, as shown on the map of TOWN OF MINDEN, filed in the office of the County Recorder of Douglas County, Nevada, on July 2, 1906.

A.P. 25-200-69-2

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issue and profits thereof.

IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto:

1. That the purchase price of \$ 63,000.00, shall be paid by Buyer to Seller as follows:
 - (a.) The sum of FIFTEEN THOUSAND AND NO/100 (\$15,000.00) DOLLARS, upon the execution of this Agreement, the receipt of which sum is hereby acknowledged by Seller.
 - (b.) The balance of the purchase price shall be paid at the time or times and in the manner particularly set forth in the escrow instructions hereinafter referred to.
2. In furtherance of this Agreement, Seller has executed a Deed conveying the above described real property to Buyer, and Buyer has executed a Deed conveying Buyer's interest in the above described real property to Seller. Buyer and Seller have executed appropriate escrow instructions to DOUGLAS COUNTY TITLE CO., INC., P.O. Box 1361, Gardnerville, Nevada 89410 #103553 and have delivered said documents to said escrow holder. Said escrow instructions are hereby specifically referred to and by such reference are incorporated into this Agreement as if fully set forth herein. Unless otherwise provided in the said escrow instructions, it is agreed that title to personal property described in any bill of sale delivered to said escrow holder shall not pass from Seller to Buyer until the purchase price has been fully paid.
3. Buyer agrees that before any work of repair, alteration or improvements shall be commenced upon the above described property, Buyer shall notify Seller, in writing, of Buyer's intention to commence such work, giving the date upon which it is proposed to commence said work.
4. Buyer agrees that all money paid to Seller by virtue of this agreement shall immediately become the property of Seller. In the event of default in the performance of any term, covenant or condition contained in this agreement or contained in said escrow instructions to be performed by Buyer, and which default remains uncured by Buyer for the time specified in the said escrow instructions, Seller may, either alternatively, concurrently, or consecutively in any order, exercise the remedies that he has in law or in equity, including, but not limited to, exercise of one or more of the remedies hereinafter set forth and the pursuit of any remedy shall not be construed as an election of remedies

nor as a waiver of any other remedy.

- a. Declare the balance of the purchase price, together with the interest accrued thereon, all due and payable.
- b. Terminate Buyer's right to purchase in accordance with paragraph 1 of the escrow instructions. By virtue of such termination, Seller shall be released from any and all obligation, either at law or in equity to transfer said property to Buyer, and all moneys theretofore paid by Buyer to Seller shall be considered as rental for the use and occupancy of said premises to the time of such default and as settled and liquidated damages and not as a penalty for the breach of this agreement or the said escrow instructions.
- c. Institute an action for specific performance of this agreement and the escrow instructions.
- d. Institute an action to terminate Buyer's interest in this agreement and the escrow instructions and to recover all damages sustained by Seller, including, but not limited to, (i) all payments required to be made by Buyer by virtue of this agreement or the escrow instructions; (ii) the amount necessary to restore the said real property and improvements thereon to the condition it was in at the date Buyer received possession by reason of this agreement, reasonable wear and tear excepted.

Buyer further agrees:

- (i) That in the event of default in the performance of any term, covenant or condition to be performed by Buyer, Buyer shall pay all costs incurred by Seller in enforcing a remedy for such default, which shall include a reasonable attorney's fee for the service of any attorney used in the enforcement of a remedy.
- (ii) That in the event of the termination of Buyer's right to purchase by reason of such default Buyer will become a tenant at will of Seller, and Buyer will peaceably vacate the above described premises and Seller may re-enter the premises and take possession thereof and remove all persons therefrom, using any and all lawful means to do so, including the right of unlawful detainer pursuant to NRS Chapter 40.
- (iii) The waiver by Seller of any breach of any term, covenant or condition contained herein, or in the escrow instructions shall not be deemed a waiver of any subsequent breach, whether of the same or of another term, covenant or condition of this agreement or the escrow instructions.

5. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include the other genders.
6. Time is of the essence of this agreement.
7. This Agreement is subject and subordinate to a Deed of Trust recorded in the Office of the County Recorder of Douglas County, Nevada, as Document No. 79715, recorded on April 29, 1975 in Book 475, Page 933 wherein DENNIS W. ATCHISON and DONNA A. ATCHISON, his wife is Trustor and UNION FEDERAL SAVINGS AND LOAN ASSOCIATION, -a-Corp. is Beneficiary, securing a Promissory Note in an original amount of \$22,000.00; the unpaid balance of which is \$14,335.96 with interest paid to November 1, 1984. Seller hereby agrees to make all payments due on account of the obligation secured by such Deed of Trust encumbering the real property hereinabove described. Should Seller herein default in payment of the installments due on account of such note secured by the Deed of Trust described above, Buyer herein may make such payments directly to the beneficiary of such Deed of Trust, and any and all payments so made shall be credited on account of Buyer's indebtedness under this Contract.

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8. Buyer covenants to keep all buildings that may now or at any time be on said property during the continuance of this contract, in good repair and insured in an amount to cover lien holders, against loss by fire, with extended coverage endorsement, for full insurable value in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Seller naming Seller and Buyer as insureds, as their interest may appear, and to deliver the policy to Seller or to collection agent of Seller and in default thereof, Seller may procure such insurance and/or make such repairs and expend for either of such purposes, such sum or sums as Seller may deem proper, and such advance for repairs or insurance to be deemed secured hereby. If Buyer assumes insurance presently held by Seller, the policy payments shall be prorated as of the close of escrow. Buyer shall make all future premium payments.

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

BUYER:

Thomas A. Abdo
THOMAS A. ABDOO

SELLER:

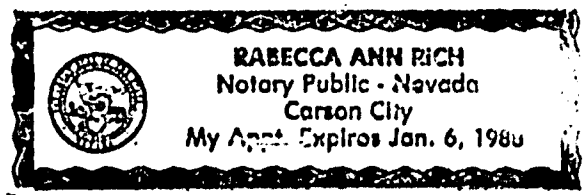
Dennis Atchison
DENNIS ATCHISON
Donna A. Atchison
DONNA A. ATCHISON

State of Nevada)
County of Carson City) ss.

On this 9th day of November, 19 84 personally appeared before me, the undersigned, a Notary Public, Thomas A. Abdo, Dennis Atchison and Donna A. Atchison

known to me to be the person(s) described herein and who acknowledged that they executed the foregoing instrument.

[Signature]



REQUESTED BY
DOUGLAS COUNTY TITLE
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

'84 NOV -9 P12:47

SUZANNE DEBARRAUD
RECORDER

\$1700 PAID BY DEPUTY

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