

After Recording Please Mail To:

Silver State Title Company
P.O. Box 158
Minden, Nevada 89423
Escrow No. 850807-TF

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

Application No. 850807-TF

THIS AGREEMENT made in duplicate October 22, 19 85 between WILLIAM P. SIMPSON and ROSALIE A. SIMPSON, his wife, as joint tenants, herein called "Seller" and ROY B. JAYNE and VERONICA JAYNE, husband and wife, as joint tenants herein called "Buyer".

WITNESSETH:

Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller real property described as follows:

Parcel B, as set forth on the Parcel Map for William P. Simpson and Rosalie Simpson, located in the South 1/2 of the South 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 25, Township 13 North, Range 20 East, M.D.B. & M., filed for record December 3, 1979, in Book 1279, Page 1, Document No. 39248, Official Records of Douglas County, State of Nevada.

SUBJECT TO and together with the 30 foot access easement as lying along the south boundary of Parcels A & B, as set forth on said parcel map.

Assessor's Parcel No. 23-130-09.

SUBJECT TO: Proration of taxes and/or assessment for the current fiscal tax year, and all thereafter coming due, and to encumbrances, 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

FIFTEEN THOUSAND AND NO/100THS----- Dollars (\$ 15,000.00)

lawful money of the United States, and buyer in consideration of the premises, promises and agrees to pay to Seller said sum, as follows:

NONE----- Dollars (\$ 0.00)

upon the signing and delivery hereof, receipt whereof is hereby acknowledged, and the balance of said purchase price in monthly installments of

ONE HUNDRED TWENTY FIVE AND NO/100THS----- Dollars (\$ 125.00)

each, or more, commencing on the 25th day of December 19 85, which installments shall include interest on the unpaid principal balance hereof from date until paid at the rate of ten percent (10.0%) per annum, ~~all payable at the office of~~ and continuing until ~~said principal and interest 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.

**PAYMENT TERMS CONTINUED ON THE REVERSE HEREOF.

1. Buyer agrees to pay before delinquency all State, County and/or municipal assessments, such as taxes, etc. after date of this contract. Should Buyer fail 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.
2. Buyer agrees not to transfer, assign or encumber this contract or any interest in same or interest in or right to the possession of said land or any part thereof without the written consent of Seller.
3. It is agreed that this Agreement contains all of the conditions and agreements between the parties hereto and that no one but an officer of Seller can change or waive any of the provisions hereof.
4. No waiver of the breach of any covenant, restriction or condition hereof by Seller shall be construed to be a waiver of any succeeding breach thereof.
5. 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.
6. Seller, 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.
7. 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. In this connection, Buyers agree to give Seller ten (10) days written notice of their intention to undertake any construction or improvement on the subject property.
9. Buyers shall be entitled to enter into possession of the real property immediately upon the close of escrow pursuant to this Agreement and to hold said possession as long as Buyers shall not be in default of any monies payable by Buyer to Seller under this contract, or in payment of any taxes due, or in the performance of other terms of this contract.

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 same.
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.
13. 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~~ paid by Buyer.
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 suit a 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.
16. Buyer shall make monthly payments directly to the Seller. Original documents in connection with this contract of sale shall be held in escrow by Silver State Title Company until instructions for release are received in writing by both Buyer and Seller.

(CONTINUANCE OF PAYMENT TERMS)

**and including the 25th day of November, 1986, at which time principal and interest payments shall be payable in monthly installments of TWO HUNDRED SEVENTY FIVE AND NO/100THS--(\$275.00)--dollars, or more each, on the 25th day of each and every month beginning on the 25th day of December, 1986, and continuing until and including the 25th day of November, 1987, at which time principal and interest payments shall be payable in monthly installments of TWO HUNDRED AND NO/100THS--(\$200.00)--dollars, or more each, on the 25th day of each and every month beginning on the 25th day of December, 1987, and continuing until the 25th day of November, 1995, at which time the entire unpaid balance of principal and interest hereunder shall be due and payable in full.

If payment of any portion of the installments as hereinabove set forth is delinquent more than five (5) days, the payee may, at their sole option, assess a late charge in the amount of Twenty Five and No/100THS Dollars (\$25.00), for each installment so delinquent.

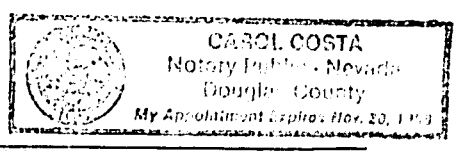
IN WITNESS WHEREOF, the Seller has caused its name to be hereunto affixed by its duly authorized agent, and the Buyers have executed the same, in duplicate, in the day and year first written above.

BUYER
Roy B. Jayne
 Roy B. Jayne
Veronica Jayne
 Veronica Jayne
 ADDRESS P.O. Box 1555
 CITY Minden, Nevada 89423
 PHONE 702 / 782-8673

SELLER *his attorney in fact by Candice L. Zinke*
William P. Simpson
 William P. Simpson
per attorney in fact by Candice L. Zinke
Rosalie A. Simpson
 Rosalie A. Simpson
 ADDRESS c/o P.O. Box 2002
 CITY Gardnerville, Nevada 89410
 PHONE 209 / 333-1668

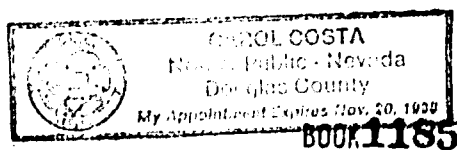
State of Nevada)
 County of Douglas) ss
 On this 22nd day of November, 1985, before me, the undersigned, a Notary Public in and for said County, personally appeared Roy B. Jayne and Veronica Jayne known to me to be the person s whose name s are subscribed to the foregoing instrument and acknowledged that they executed the same, freely and voluntarily and for the uses and purposes therein mentioned.

Witness my hand and official seal
Carol Costa
 NOTARY PUBLIC in and for said County and State



STATE OF NEVADA)
 COUNTY OF DOUGLAS)
 On November 27, 1985 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Candice L. Zinke, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, as the Attorney in fact of William P. Simpson and Rosalie A. Simpson, and acknowledged to me that she subscribed the name s of William P. Simpson and Rosalie A. Simpson thereto as principal s and her own name as Attorney in fact.

WITNESS my hand and official seal.
Carol Costa
 Notary Public for said County and State



COPY

REQUESTED BY
SILVER STATE TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'85 NOV 25 P3:25

SUZANNE BEAUDREAU
RECORDER

\$ 7⁰⁰ PAID. *JL* DEPUTY

127404

BOOK **1185** PAGE **2503**