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APN# 1420-18-113-011



KAREN ELLISON, RECORDER

Recording Requested by/Mail to:

Name: CHARLES B. COLLETON

Address: 3368 VISTA GRANDE BLVD.

City/State/Zip: CARSON CITY, NV 89705

Mail Tax Statements to:

Name: SAME

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

CONTRACT FOR DEED

Title of Document (required)

----- (Only use if applicable) -----

The undersigned hereby affirms that the document submitted for recording contains personal information as required by law: (check applicable)

- Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)
- Judgment – NRS 17.150(4)
- Military Discharge – NRS 419.020(2)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

This document is being (re-)recorded to correct document # \_\_\_\_\_, and is correcting

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

\$1.00 Additional Recording Fee for Use of This Page

## CONTRACT FOR DEED

This Agreement, made this 17th day of June, 2016 by and between Gary and Ginger Grimm of Carson City, NV , (the "Seller"), and Charles and Casaundra Colleton of Carson City, Nevada, (the "Buyer").

### 1. Property

The Seller does hereby agree to sell to the Buyer, their heirs and assigns, the following real estate commonly known as: 3368 Vista Grande Blvd, Carson City, NV 89705 and further described; as: Indian Hills GID Township/District 350/Silverado Heights #2 Subdivision/Lot 137/Blk A/Year 13/Bk 8/Pg 8883 together with all appurtenances, rights, privileges and easements and all buildings and fixtures in their present condition located upon said property. Property will be vacated on or before 7/2/16 by sellers.

### 2. Purchase Price

Buyer agrees to purchase the Property for the purchase price of \$205,000.

### 3. Payment

The sum of \$ 10,000 shall be payable as down payment at the time of execution of this Agreement, the receipt of which is hereby acknowledged, leaving principal balance owed by Buyer of \$195,000 together with interest on the unpaid balance payable in consecutive monthly installments of \$900 beginning on the 1st day of August, 2016, and on the 1<sup>st</sup> day of each and every month thereafter until said balance and interest is paid in full, or until the 1<sup>st</sup> day of August, 2021 at which time the entire remaining balance plus accrued interest shall become due and payable. There will be a penalty of \$50 should payment not be received by 5<sup>th</sup> of the month. The Interest on the unpaid balance due hereon shall be 4.5 % per annum computed monthly, in accordance with a monthly amortization schedule during the life of this Agreement. The attached amortization/payment schedule (attachment A) will be followed. However, should buyer make payments in excess of the agreed monthly payment, this overage will be applied to the principle amount and the amortization schedule be adjusted to reflect this. There is no pre-payment penalty for paying the balance owed at any time during this agreement.

### 4. Ownership

Buyer shall retain the legal ownership and title of the Property for the following purposes: (a) securing payment of the Monthly Payments; and (b) securing payment of the Balance and Interest. Buyer will have equitable title to property until full payment is made, when he assumes full legal title.

### 5. Condition of Property

Buyer agrees to keep Property in good condition and repair and agrees not to remove or demolish any building and also agrees to comply with all laws affecting the property or requiring any alterations or improvements to be made. Buyer further agrees not to commit or permit waste and do all other acts which from the character or use of the property may be reasonably necessary.

### 6. Encumbrances

The said Property is presently not subject to a mortgage, and neither Seller nor Buyer shall place any mortgage on the premises in excess of this Agreement without prior written consent of the other party.

### 7. Seller's Rights

In the event if Buyer fails to make any payments due under this Agreement or to perform any act or obligation provided under this Agreement, then Seller may, at its sole option and without notice, to Buyer:

a. Make any payment necessary to protect the Seller's interest or rights in the Property, and do any

work necessary to protect the Seller's interest or rights in the Property, Seller being authorized to enter upon the property to do so;

b. Appear in or commence any action or proceeding purporting to affect the Property, the Seller's interest or rights in the Property;

c. Pay, purchase, contest or settle any encumbrance, charge or lien that appears to be senior to this Agreement.

d. Seller may incur necessary expenses and reasonable attorney fees. Buyer shall pay immediately all sums spent by Seller provided for in this Agreement, with interest from date of expenditure at the same rate as the principal debt hereby secured.

#### 8. Conveyance of Title

The Seller shall be given possession of the above described Property upon execution of this Agreement, or as otherwise provided herein and shall thereafter have and hold the same subject to the provisions for default hereinafter set forth.

#### 9. Title Insurance

On conveyance of full title from Seller to Buyer, the interest of Seller and Buyer in the property may be insured by a title insurance policy issued by a selected title company, selected and premium to be paid by Buyer. Title insurance will not be issued or requested during the life of this contract.

#### 10. Successors and Assigns

This agreement is for the benefit of, and binds only the Buyer and Seller, their heirs, legatees, devisees, administrators, executors, and successors. Seller promises not sell, pledge, or assign any interest or right in the Property without the written consent of the Buyer.

#### 11. Attorney Fees

In any action to enforce this agreement, the prevailing party shall receive attorney fees and costs.

#### 12. Warranties

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY DESCRIBED IN THIS AGREEMENT AND SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE PROPERTY IS BEING SOLD "AS IS" AND WITH THE UNDERSTANDING THAT THE BUYER HAS PERFORMED ALL INVESTIGATION AND DUE DILIGENCE INTO THE PROPERTY THAT THEY NEEDED IN ORDER TO DECIDE ON THE PURCHASE AND BEFORE ENTERING THIS AGREEMENT. BY ENTERING INTO THIS AGREEMENT, BUYER AGREES THAT THEY HAVE INVESTIGATED THE PROPERTY

#### 13. Governing Law

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Nevada.

#### 14. Assignment

The Buyer shall not sell, assign, or pledge their interest in this Agreement without the Seller's written consent which consent shall not be unreasonably withheld.

#### 15. Entire Agreement

This Agreement, including the Schedules hereto, constitutes the entire agreement between the parties hereto. There are not and shall not be any verbal statements, representations, warranties, undertakings or agreements between the parties and this Agreement may not be amended or modified in any respect except by written instrument signed by the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

Signature of Buyer *Ch B Collet* ~~*[Signature]*~~ CHARLES B. COLLETON  
CASAUNDR A COLLETON

Date of Signature June 17, 2016

Signature of Seller *Gary Grimm* ~~*[Signature]*~~ GARY GRIMM GINGER GRIM  
Date of Signature June 17, 2016

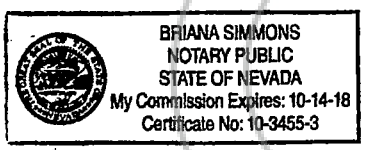
STATE OF Nevada  
COUNTY OF Carson City

On June 17, 2016 before me, <sup>Gary + Ginger Grimm +</sup> ~~Charles + Casandra Collet~~ personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Briana Simmons*  
(Signature of notary public)

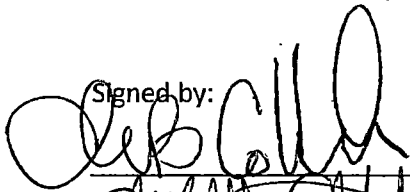

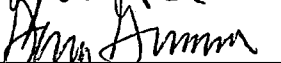
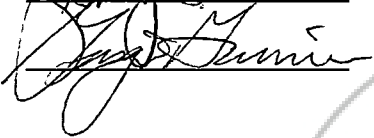


Addendum A

In the event of the demise of Charles and/or Casaundra Colleton the home at 3368 Vista Grande Dr. Carson City, NV 89705 would then be sold and the remaining balance on the home would be paid off to Gary and/or Ginger Grimm and any equity on the home would then go into a trust for the surviving spouse or Gunner Charles Colleton.

Addendum B

In the event of the demise of Gary and Ginger Grimm the equitable portion of the contract will transfer to Matthew and Rhiannon Coxon.

Signed by:  CHARLES B. COLLETON  
~~~~ CASAUNDRA L. COLLETON  
~~~~ GARY GRIMM  
~~~~ GINGER GRIMM

Amendment

The following changes to the original Contract for Deed are as follows:

1) 4. Ownership

Seller shall retain the legal ownership and title of the Property for the following purposes: (a) securing payment of the Monthly Payments; and (b) securing payment of the Balance and Interest. Buyer will have equitable title to property until full payment is made, when he assumes full legal title.

2) 8. Conveyance of Title

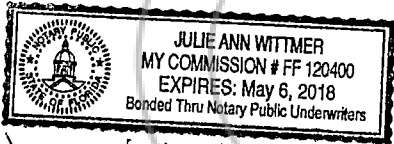
The Buyer shall be given possession of the above described Property upon execution of this Agreement, or as otherwise provided herein and shall thereafter have and hold the same subject to the provisions for default hereinafter set forth.

December 19, 2016  
State of Florida  
County of Flagler

GARY GRIMM  
GINGER GRIMM

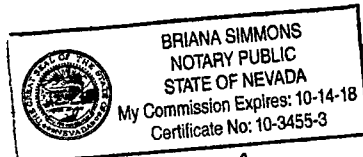
*Gary Grimm*  
*Ginger Grimm*

Charles & Casandra Colleton  
Acknowledged before me on  
December 23, 2016  
State of Nevada  
County of Carson City



*Julie Wittmer*

*[Signature]*  
Ch B Colleton

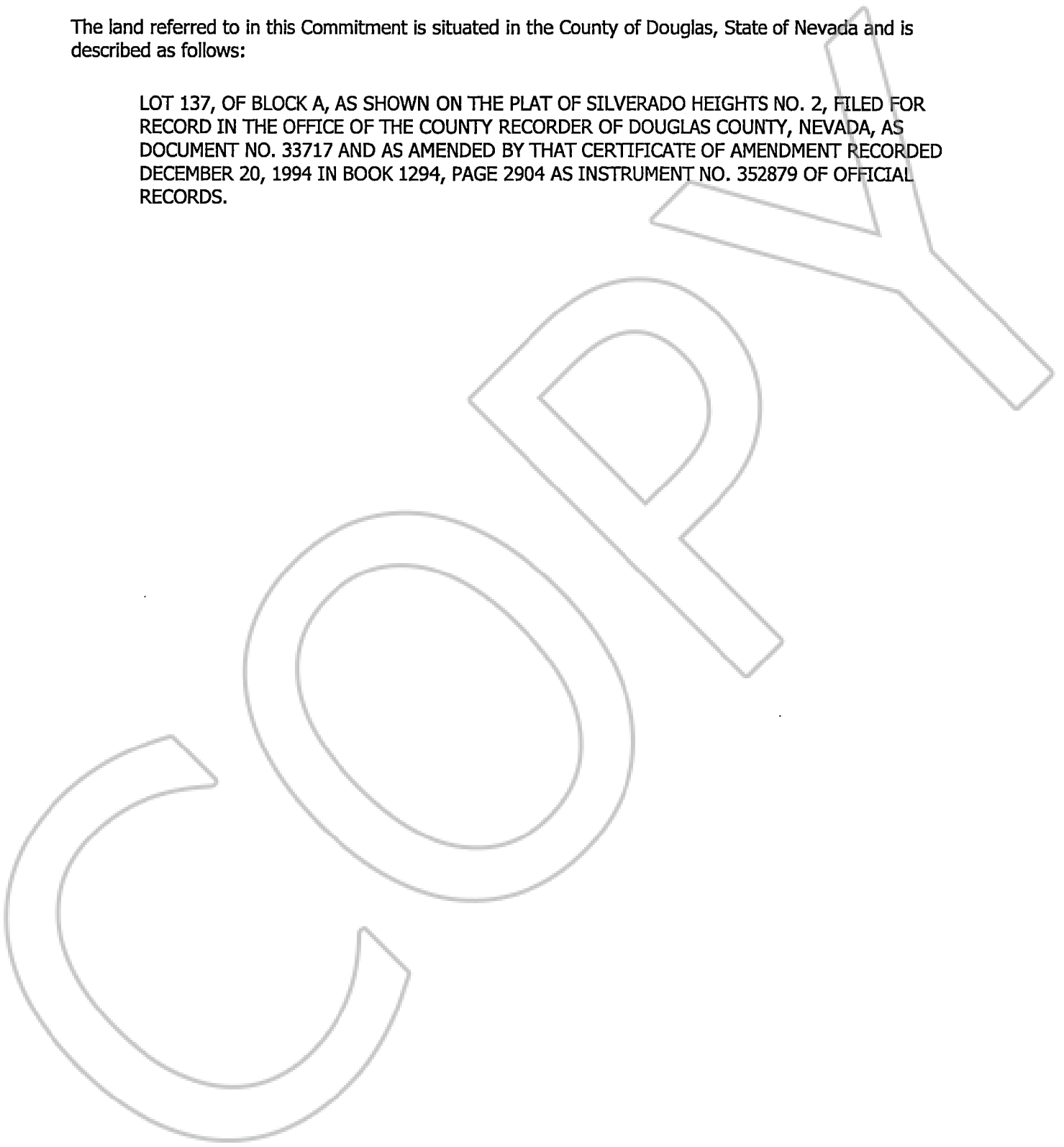


*Briana Simmons*

EXHIBIT "A"

The land referred to in this Commitment is situated in the County of Douglas, State of Nevada and is described as follows:

LOT 137, OF BLOCK A, AS SHOWN ON THE PLAT OF SILVERADO HEIGHTS NO. 2, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, AS DOCUMENT NO. 33717 AND AS AMENDED BY THAT CERTIFICATE OF AMENDMENT RECORDED DECEMBER 20, 1994 IN BOOK 1294, PAGE 2904 AS INSTRUMENT NO. 352879 OF OFFICIAL RECORDS.



STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)  
a) 1420-18-113-011  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

2. Type of Property:  
a)  Vacant Land    b)  Single Fam. Res.  
c)  Condo/Twnhse    d)  2-4 Plex  
e)  Apt. Bldg    f)  Comm'l/Ind'l  
g)  Agricultural    h)  Mobile Home  
i)  Other \_\_\_\_\_

<b>FOR RECORDERS OPTIONAL USE ONLY</b>	
BOOK _____	PAGE _____
DATE OF RECORDING: _____	
NOTES: _____	

3. Total Value/Sales Price of Property: \$ 205,000  
Deed in Lieu of Foreclosure Only (value of property) ( \_\_\_\_\_ )  
Transfer Tax Value: \$ \_\_\_\_\_  
Real Property Transfer Tax Due: \$ 799.50

4. If Exemption Claimed:  
a. Transfer Tax Exemption per NRS 375.090, Section # \_\_\_\_\_  
b. Explain Reason for Exemption: \_\_\_\_\_  
\_\_\_\_\_

5. Partial Interest: Percentage being transferred: \_\_\_\_\_ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Gary Gumm Capacity Seller  
Signature Charles B. Colleton Capacity Buyer

**SELLER (GRANTOR) INFORMATION  
(REQUIRED)**

**BUYER (GRANTEE) INFORMATION  
(REQUIRED)**

Print Name: GARY GUMM  
Address: 18 Zephyr Ct  
City: Calm Coast  
State: FL Zip: 32104

Print Name: CHARLES B. COLLETON  
Address: 32109 VISTA GRANDE BLVD.  
City: CARSON CITY  
State: NV Zip: 89705

**COMPANY/PERSON REQUESTING RECORDING  
(required if not the seller or buyer)**

Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)