

USE ADDITIONAL SHEETS IF NECESSARY - FORWARD THE WHITE COPY TO THE DEPARTMENT

1 his offer Supercedes all other offers -
REAL ESTATE PURCHASE AND SALE AGREEMENT

(With Earnest Money Provision)

THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY.

READ CAREFULLY BEFORE SIGNING. IF ANY QUESTION, CONSULT YOUR ATTORNEY.

RE-21
REV. 8-79

Norman B. Schellin, a married man, County of Rock State of Idaho,
herein called "Buyer," agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" located in
State of Idaho, commonly known as West 10 Acres of Tract 100 Property (containing an Approx
legally described as: 1 part of 41-1-13 SW 14, S 20 T 33 N R 24 W

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

1. TOTAL PURCHASE PRICE IS MA\$ DOLLARS (MA\$) payable as follows:

A. Earnest Money, MA\$ TRANSFERRED FROM PREVIOUS OFFERS, dated 3-24-82 (MA\$) Dollars (\$ MA\$) payable as follows:

a. Buyer deposits and receipt is acknowledged of MA\$ Dollars (\$ MA\$) evidenced by ☒ Cash, ☐ Personal Check, ☐ Cashiers Check, ☐ Note due, paid or delivered as earnest money in part payment of the purchase price for the premises.
b. Buyer further agrees on or before 19 day of April 1982 to pay or deliver as additional earnest money in part payment of the purchase price for the premises Dollars

(MA\$) evidenced by ☐ Cash, ☐ Personal Check, ☐ Note due or for the benefit of the parties hereto.

B. Balance of purchase price to be paid as follows: MA\$ for the benefit of the parties hereto.
MA\$ CASH at time of closing. MA\$ 15% MA\$
MA\$ Contract of Sale payable at MA\$ or more per
12 month incl. 1982 for 20 years. Buyer reserves right to pay all
ending balance at any time without prepayment penalty.
CAS to be fully paid by escrowed. Buyer and Seller to
pay for closing costs. Not to each of either party to
transfer of 8 M. to closing agent. Buyer desires to have
title rights and control over existing well & water lines on property
2. Buyer's offer is made subject to the acceptance of Seller on or before twelve o'clock midnight of April 2, 1982
If Seller does not accept this agreement within the time specified, the earnest money shall be refunded to Buyer on demand.
3. Title of Seller is to be conveyed by Warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances, any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. Any liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are: Seller to clearing contracts.

4. The parties designate Cler Title company to provide the necessary title insurance and commitment for title insurance at the sellers expense as required by this agreement.
5. It is hereby agreed that the "closing agent" for this transaction represented by this agreement shall be Cler Title
Where not otherwise provided in this agreement or by law, the parties shall each pay one-half of said closing agents fee.

6. Within 15 days after acceptance by seller, or upon removal of any liens, encumbrances or defects to title by Seller, as provided herein, whichever is later, Buyer and Seller shall deposit with the "closing agent" all funds and instruments to complete the sale in accordance with terms and conditions hereof. Upon receipt of the items specified in the preceding sentence the closing agent shall close this transaction.

7. All attached floor coverings, attached television antenna, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, shades, venetian blinds, curtain rods, trees, shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems including built-in and "drop in" ranges, (but excepting all other ranges) fuel tanks and irrigation fixtures and equipment, all water and water rights, and ditches and ditch rights appurtenant thereto that are now on or used in connection with the premises shall be included in the sale unless otherwise provided herein.

The following items of property now on the premises are specifically excluded from the sale: None

The following items of personal property are specifically included in the sale: All improvements on property

8. Taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, encumbrances or obligations assumed and utilities shall be pro-rated as of the 2nd day of June 1982 or on the date of closing, whichever shall last occur. Buyer shall pay for fuel in tank, the amount to be determined by the supplier at Seller's expense.

9. Seller shall deliver possession of the premises to Buyer on or before the 2nd day of June 1982 or on the date of closing, whichever shall last occur.

10. The parties agree that this agreement contains the following additional terms and conditions: Seller to give buyer option to purchase
Building 10A with 48 h. hot water right of refusal if offer is received within
30 days of 10A. from closing date. Separate agreement to be signed
11. The provisions contained on the reverse side of this page shall also constitute part of the agreement of the parties. Each of the parties acknowledges reading this agreement in full.

Listing Broker: Northwest Real Estate INC Selling Broker: Northwest Real Estate INC By Don Smith

Buyer's Address Bozeman Buyer's Phone 246-1111
On this date, 19 day of June 1982 I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller and the undersigned further agrees to pay a commission of 6 % of selling price or, DOLLARS \$

to the above broker for services. In the event earnest money is forfeited, it shall be apportioned to the Seller and Brokers equally after payment of costs set out in the above agreement provided the amount to brokers does not exceed the agreed commission. I/We further acknowledge receipt of a true copy of this agreement with the complete legal description of the premises inserted and signed by both parties.

Seller Norman B. Schellin Seller's Address Bozeman
Selling Broker Northwest Real Estate INC Seller's Business Ph. 246-1111
Seller's Residence Ph. 246-1111

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this 19 day of June 1982

STATE OF IDAHO County of Bozeman Buyer Norman B. Schellin

On this 19 day of June 1982 before me, the undersigned, a Notary Public in and for said State, personally appeared

known to me to be the person(s) who signed the foregoing instrument as Seller(s) and acknowledged to me that (they) executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Notary Public for State of Idaho
BUYER'S COPY WITH SELLER'S ACCEPTANCE

Residing at

SCHELIN NORMAN ETAL PIN 0-5603-001-001-0

