

AGREEMENT #32682

THIS AGREEMENT made and entered into this 19th day of April, 1968, by and between TOPAZ RANCH ESTATES, a Nevada corporation, hereinafter called "Seller", and ROBERT L. RUSH and ANN RUSH, husband and wife, hereinafter called "Buyer", and LEWIS JAKUBEC, JR. and DORTHA JAKUBEC, husband and wife whose address is: 389 Beemer, Sunnyvale, California

WITNESSETH:

That, in consideration of the stipulations, mutual covenants and agreements herein contained, and the payments made and to be made as hereinafter provided, Seller hereby agrees to sell and Purchaser hereby agrees to purchase the following described real property located in the County of Douglas, State of Nevada, to wit:

Lot 45, as shown on the map of TOPAZ RANCH ESTATES, UNIT NO. 2, filed in the office of the County Recorder of Douglas County, Nevada.

for the sum of NINETEEN HUNDRED NINETY - - Dollars (\$1,990.00).

IT IS AGREED by and between the parties as follows:

1. That the purchase price shall be paid as follows: \$ 50.00 upon the execution of this Agreement, the receipt whereof is hereby acknowledged, and the balance in accordance with escrow instructions to NEVADA TITLE GUARANTY COMPANY executed contemporaneously with this Agreement, which instructions are incorporated into and made a part hereof as if fully set forth herein.

2. Buyer agrees to take title subject to such declaration of restrictions recorded in the office of the Recorder of Douglas County, Nevada, that relate to said property.

3. Buyer agrees to make no improvement on or perform any work of any nature upon the above-mentioned property without first giving Seller written notice of the intention of Buyer to make such improvement or perform such work.

4. Buyer agrees to pay all taxes levied on said property after this Agreement is executed before the same shall become delinquent.

5. Buyer agrees that all moneys paid to Seller by virtue of this Agreement shall immediately become the property of Seller, and in the event of default in the performance of any covenant contained in this Agreement or contained in said Escrow Instructions to NEVADA TITLE GUARANTY COMPANY, then in such event Seller may, at its option, terminate the right of Buyer to purchase pursuant to this Agreement, in which case Seller shall be released from all obligation at law or in equity to transfer said property, and Buyer shall relinquish all rights pursuant to this Agreement and all money therefore paid by Buyer to Seller shall be considered as rental for the right to use and occupy said premises, and not as penalty for the breach of this Agreement. Buyer further agrees that upon such election Buyer will peaceably vacate said premises and Seller may re-enter the same, or Seller may, at its option, declare the entire amount of principal and interest to be immediately due and payable and recover the same, together with court costs and a reasonable attorney's fee to be fixed by the Court, in an appropriate action.

6. The word Buyer shall include both the singular and the plural, as is indicated by the signatures affixed hereto, and if more than one person has executed this Agreement as Buyer, the interest of such persons pursuant to this Agreement shall be as ROBERT L. RUSH and ANN RUSH, husband and wife as joint tenants as to an undivided interest, and LEWIS JAKUBEC, Jr. and DORTHA JAKUBEC, husband and wife as joint tenants as to an undivided interest.

7. That Buyer has executed this Agreement after a personal inspection of the premises, and not as a result of any warranty or representation that is not contained in this Agreement.

8. Time shall be of the essence of this Agreement.

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

WILSON & HALE ATTORNEYS AT LAW 90 COURT STREET RENO, NEVADA

Signatures of Robert L. Rush, Ann Rush, Lewis Jakubec, Jr., and Dortha Jakubec.

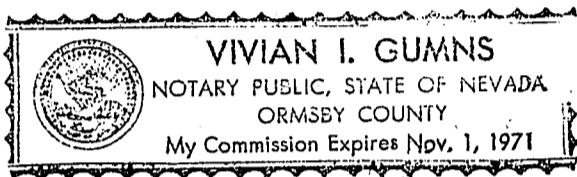
TOPAZ RANCH ESTATES

By Fred Ballman, President

STATE OF NEVADA)
) ss
County of Ormsby)

On this 3rd day of May, 1968, personally appeared before me, a Notary Public in and for said County and State, FRED BALLMAN, known to me to be the President of Topaz Ranch Estates, the corporation that executed the foregoing instrument, and upon oath did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the seal of said corporation; that the signature to said instrument was made by the officer of said corporation as indicated after said signature; that said corporation executed said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Vivian I. Gumns
Notary Public

STATE OF NEVADA)
) ss
County of Ormsby)

On this _____ day of _____, 1968, personally appeared before me, a Notary Public in and for said County and State, ROBERT L. RUSH, ANN RUSH, LEWIS JAKUBEC, Jr. and DORTHA JAKUBEC, known to me to be the person s described in and who executed the foregoing instrument, and they acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have the day and year in this certificate

STATE OF CALIFORNIA
COUNTY OF VENTURA

On this 19th day of April, 1968, personally appeared before me, a Notary Public in and for the County of Ventura, Lewis Jakubec, Jr. and Dortha Jakubec known to me to be the persons described in and who executed the foregoing instrument and they duly acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in said county, the day and year in this certificate first above written.

[Signature]
Notary Public

My commission expires July 7, 1971

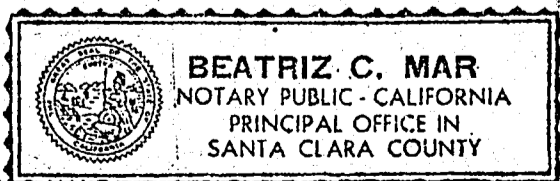
STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

On this 27th day of April, 1968, personally appeared before me, a Notary Public in and for the County of Santa Clara, Robert L. Rush and Ann Rush, known to me to be the persons described in and who executed the foregoing instrument and they duly acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in said county, the day and year in this certificate first above written

Beatriz C. Mar
Beatriz C. Mar

NOTARY PUBLIC 40900



WILSON & HALE
ATTORNEYS AT LAW
90 COURT STREET
RENO, NEVADA
My Commission Expires November 6, 1971

Recorded at request of Nevada TITLE GUARANTEE CO
On May 10, 1968 At 20 Min. Past 4:00 P.M.
Official Records of Douglas County Nevada. Fee 4.00
Ethel N. Schacht, Recorder. By Jeanne Gumns
Deputy