

CONTRACT OF SALE

THIS CONTRACT OF SALE, made and entered into this 28th day of November, 1972, by and between HOWARD R. POWELL and ADA N. POWELL, husband and wife, hereinafter called "Sellers", and JIM L. YARBROUGH and KATHRYN M. YARBROUGH, husband and wife as joint tenants with right of survivorship and not as tenants in common, whose mailing address is Box 100, Kings Beach, California 95719, hereinafter called "Buyers"

W I T N E S S E T H :

Seller hereby agrees to sell and Buyer hereby agrees to buy for a total consideration of EIGHT THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$8,750.00) in coin or currency which at the time or times 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, described as follows:



A parcel of land lying wholly within the Southwest Quarter of Section 12, Township 10 North, Range 22 East, M.D.B.&M., more fully described as follows:



Beginning at a point in the Southerly line of State Highway Route #3, as described in deed to State of Nevada recorded February 16, 1961 in Book 5 of Official Records of Douglas County, Nevada at page 209, from which point the Southwest corner of Section 12 bears South 77°36'17" West 1312.67 feet (shown of record as South 77°02'40" East) and South 00°29'20" East 323.43 feet; thence from the point of beginning along the Southerly line of said highway North 77°36'17" East 361.90 feet; thence leaving said right of way South 01°11'40" East 648.68 feet to the South line of said Section 12; thence Westerly along said Section line South 88°48'20" West 355.01 feet; thence leaving said Section line North 01°11'40" West 478.38 feet to the point of beginning.

IT IS MUTUALLY UNDERSTOOD AND AGREED by and between Seller and Buyer hereto:

1. That the purchase price of \$8,750.00 shall be paid by Buyer to Seller as follows:

(a) The sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) upon the execution of this contract of sale, 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 escrow instructions hereinafter referred to.

2. In furtherance of this contract of sale Seller has executed a Deed conveying the above described real property to Buyer, and Buyer has executed a Quitclaim Deed conveying the above described real property to Seller. Buyer and Seller have executed appropriate escrow instructions to First American Title Company of Nevada, 90 Court Street, Reno, Nevada and have delivered such documents to such escrow holder. Such escrow instructions are by this reference incorporated into this contract of

sale as if fully set forth herein. It is agreed that title to personal property described in any bill of sale delivered to such escrow holder shall not pass from Seller to Buyer until the purchase price has been fully paid.

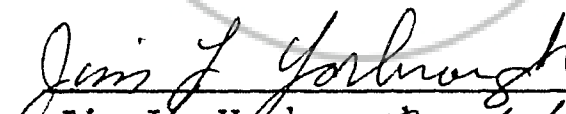
3. Buyer agrees that before any work of repair, alteration or improvement shall be commenced upon the above described real property, Buyer shall notify Seller, in writing, of Buyer's intention to commence such work, giving the date upon which it is proposed to commence said work.

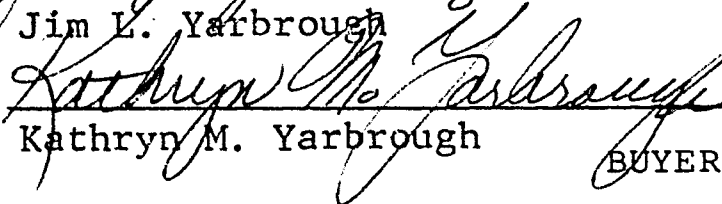
4. Buyer agrees that all moneys paid to Seller by virtue of this agreement shall immediately become the property of Seller. In the event of default in the performance of any of the covenants contained in this agreement or contained in said escrow instructions to be performed by Buyer, Seller shall be released from any and all obligations, either at law or in equity, to transfer said property and Buyer shall relinquish all rights under this contract of sale and under the terms, covenants and conditions contained in such escrow instructions and all moneys theretofore paid by Buyer shall be considered as rental for the use and occupancy of such real property to the time of such default and as settled and liquidated damages, and not as penalty for the breach of this contract of sale. The parties hereto agree that it would be impossible to estimate the actual damage and so agree upon the amount of said payment as constituting rental and liquidated damages which would accrue by reason of any such default by Buyer. Buyer hereby further agrees that in the event of such default, Buyer shall pay all costs of collection, including a reasonable attorney's fee, in addition to, and at the time of, the payment of such sum of money and/or the performance of such acts as may be required to cure such default. 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 real property and Seller may re-enter such real property and take possession thereof and remove all persons therefrom, using any and all lawful means so to do, including the right of unlawful detainer pursuant to NRS Chapter 40, or Seller may, at Seller's option, declare the entire amount of the purchase price, or the balance thereof, together with interest thereon to be immediately due and payable, and Buyer agrees to immediately pay the same to Seller, or Seller may recover the same in an appropriate action therefor.

5. Buyer agrees that upon, and as a condition to, curing of any default following mailing of notice and demand with respect to such default or defaults, Buyer shall pay, or reimburse Seller for, all reasonable costs and expenses, including attorney fees and title investigation costs, incurred in connection with such default, termination of this agreement, and/or cure of such default or defaults.

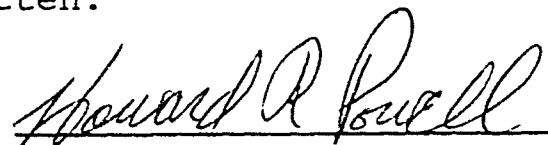
6. Time is of the essence of this agreement.

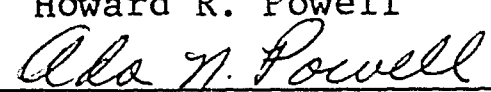
IN WITNESS WHEREOF, the parties have executed this contract of sale the day and year first above written.



Jim L. Yarbrough


Kathryn M. Yarbrough
BUYER



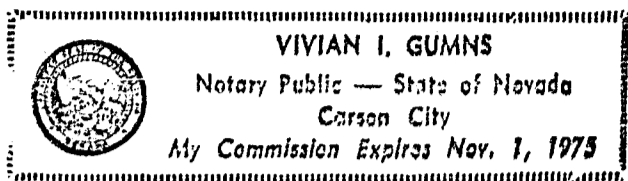
Howard R. Powell


Ada N. Powell
SELLER

STATE OF NEVADA)
) : ss.
~~County of~~ Carson City)

On November 28, 19 72, personally appeared
before me, a Notary Public, HOWARD R. POWELL, ADA N. POWELL, JIM L.
YARBROUGH and KATHRYN M. YARBROUGH

known to me to be the persons described in and who acknowledged that
they executed the above instrument.



Vivian I. Gumns
Notary Public

COPIES

IST. AMER. TITLE CO.

Recorded at Request of
On NOV 30 1972 At 20 Min. Past 8 AM
Official Records of Douglas County, Nevada Fee 5.00

Patricia J. Stanley, Recorder.

By [Signature]
Deputy

Hale and Belford
Attorneys and
Counsellors at Law
Suite 704
One East First Street
Reno, Nevada 89501

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