

A G R E E M E N T

THIS AGREEMENT, made and entered into this 30th day of October, 1972, by and between TOPAZ DEVELOPMENT CORP., a Nevada corporation, hereinafter called "Seller", and HARRY T. STROUP and MARIE H. STROUP, husband and wife as Joint Tenants with right of survivorship, whose address is 116 No. Chester Ave., Compton, Calif. 90221, hereinafter called "Buyer",

W I T N E S S E T H

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:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

for the sum of: SIX THOUSAND AND NO/100 DOLLARS-----(\$6,000.00)

IT IS AGREED by and between the parties as follows:

1. That the purchase price shall be paid as follows: \$ 300.00 upon the execution of this Agreement, the receipt whereof is hereby acknowledged, and the balance in accordance with escrow instructions to FIRST AMERICAN TITLE COMPANY OF NEVADA 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 FIRST AMERICAN TITLE COMPANY OF NEVADA, 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 peacefully 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 Joint Tenants.

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 as of the day and year first above written.

Harry T. Stroup
Harry T. Stroup

TOPAZ DEVELOPMENT CORP.

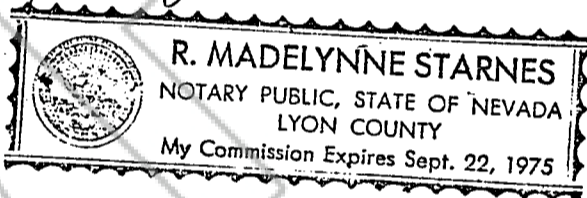
Marie H. Stroup
Marie H. Stroup

By John Arden
John Arden, President

STATE OF NEVADA)
CARSON CITY) SS

On November 22nd, 19 72, personally appeared before me, a Notary Public, JOHN ARDEN, known to me to be the President of TOPAZ DEVELOPMENT CORP, and to be the person described in and who acknowledged that he executed the foregoing instrument on behalf of TOPAZ DEVELOPMENT CORP.

R. Madelyne Starnes
Notary Public



STATE OF CALIFORNIA
County of Los Angeles) SS

On October 30, 1972, personally appeared before me, a Notary Public, Harry T. Stroup and Marie H. Stroup, known to me to be the persons described in and who acknowledged that they executed the foregoing instrument.

Gladys F. Braker
Notary Public

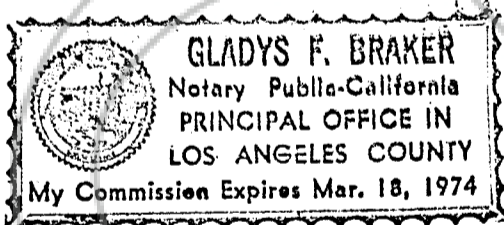


EXHIBIT "A"

The following describes a parcel of land - lying entirely within Parcel (B), as shown on the Official Plat of Topaz Ranch Estates Unit No. 4, as filed for record in the office of the County Recorder, Douglas County, Nevada, being more particularly described as follows.

Commencing at the southeasterly corner of Lot 8, Block V, and proceeding

Thence along the westerly line of the Roadside Park Parcel, S 12° 23' 37" E 164.80 feet to a point on the northerly line of a 60-foot wide roadway

Thence along said northerly line; S 72° 34' 51" W 421.28 feet to the true point of beginning

Thence continuing along said line, S 72° 34' 51" W 205.92 feet

Thence leaving said line and proceeding N 17° 25' 09" W 220.59 feet

Thence N 77° 36' 23" E 206.72 feet

Thence S 17° 25' 09" E 202.48 feet to the true point of beginning.

TOGETHER WITH THE FOLLOWING DESCRIBED ROADWAY PARCEL:

The following describes a 60-foot wide roadway - lying entirely within Parcel B, as shown on the official plat of Topaz Ranch Estates Unit No. 4, as filed for record in the office of the County Recorder, Douglas County, Nevada, being more particularly described as follows.

Commencing at the SW corner of Lot 1, Block B of Topaz Ranch Estates Unit No. 4 and proceeding

Thence along the easterly side of Albite Road, S 12° 23' 37" E 273.11 feet to the true point of beginning, said point also being the beginning of a curve to the left, the tangent of which bears the last described course

Thence along said curve, having a central angle of 95° 01' 32", a radius of 20.00 feet through an arc length of 33.17 feet to a point on the northerly line of said 60-foot wide roadway

Thence along said northerly line, N 72° 34' 51" E 1,463.88 feet to a point on the westerly line of a roadside park parcel

Thence along said westerly line, S 12° 23' 37" E 60.24 feet to a point on the southerly line of said 60-foot wide roadway

Thence along said line, S 72° 34' 51" W 1467.39 feet to the beginning of a curve to the left, the tangent of which bears the last described course

Thence along said curve, having a central angle of 84° 58' 28", a radius of 20.00 feet through an arc length of 29.66 feet to a point on the easterly line of Albite Road

Thence along said easterly line N 12° 23' 37" W 100.38 feet to the true point of beginning.

Recorded at Request of SIERRA LAND TITLE CORP.
On NOV 30 1972 At 3d Min. Past 9AM
Official Records of Douglas County, Nevada. Fee 5.00 psd

63048

Patricia J. Stanley, Recorder.

By *[Signature]*

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