

1 CONTRACT OF SALE OF REAL PROPERTY

2 STODDARD JACOBSEN and JEWEL JACOBSEN, husband and wife,
3 hereinafter called "Seller", hereby agrees to sell and KENNETH W.
4 HELWINKEL, JR., a single man, hereinafter called "Buyer", hereby
agrees to purchase for a total consideration of \$4,000.00 in
lawful money of the United States of America, the real property
situate in Douglas County, Nevada, and more particularly described
in Exhibit "A" attached hereto and incorporated herein by ref-
erence.

10 TOGETHER WITH all and singular, the tenements, heredita-
11 ments and appurtenances thereunto belonging, or in anywise apper-
12 taining, and the reversion and reversions, remainder and remainders,
13 rent, issues and profits thereof.

14 IT IS MUTUALLY UNDERSTOOD AND AGREED by and between
15 the parties hereto that:

16 1. Title shall be vested in Buyer in the name of:
17 KENNETH W. HELWINKEL, JR., a single man.

18 2. The Buyer agrees to pay to Seller for said land:

19 Cash Price: \$4,000.00

20 3. The above Cash Price is payable in lawful money
21 of the United States together with interest at eight (8%) per
22 cent per annum on the unpaid balance from April 8, 1975,
23 in monthly payments of principal and interest in the sum of
24 \$75.00, or more, each commencing on May 8th, 1975, and
25 thereafter on the 8th day of each month, until fully paid.
26 Payments are first to be applied to interest and the balance
27 toward the principal.

28 4. Buyer may prepay all or any part of the contract
29 balance at any time without penalty but with interest to the
30 date of such prepayment. Any prepayment shall be first applied
31 to the payment of interest due on the decreasing balance of
32 the purchase price and the balance of the prepayment shall then

Documentary Transfer Tax \$ 440
 Computed on full value of property conveyed; or
 Computed on full value less liens and encum-
brances remaining thereon at time of transfer.
TITLE INSURANCE & TRUST CO.
Under penalty of perjury:
Signature of declarant or agent
determining tax-firm name

DS-7997 DB
SAND TAX STATEMENT
&
RECORDED DOCUMENT
P.G. 548 - 549
F.G. Rem for 1 part

1 be applied to the reduction of the purchase price. Prepayments
2 shall be credited when paid and shall not be considered payment
3 in whole or part of any succeeding installment payment required
4 herein.

5 5. All payments due under this contract shall be
6 paid by Buyer for the benefit of Seller to Title Insurance and
7 Trust Company of Reno, Nevada, through a collection escrow set
8 up concurrently with the execution of this contract and pursuant
9 to the escrow instructions signed concurrently with this contract,
10 unless payments are otherwise directed in writing by the parties
11 hereto. Seller and Buyer shall each pay one-half of the initial
12 set-up fee and installment collection fee.

13 6. In furtherance of this agreement, the Seller
14 agrees to forthwith execute a Grant, Bargain and Sale Deed of
15 the above-described real property to the Buyer. Said deed shall
16 immediately be deposited with Title Insurance and Trust Company,
17 Reno, Nevada, in escrow, with written instructions signed by
18 the parties hereto, instructing said escrow holder that said
19 deed shall be delivered to the Buyer or to his order upon the
20 Buyer paying to the escrow holder, for and on behalf of the
21 Seller, all monies required to be paid under the provisions
22 of this Agreement, and further instructing said Title Insurance
23 and Trust Company, Reno, Nevada, that in the event of the default
24 of the Buyer in the payment of any of said monies at the times
25 and in the manner above specified for the payment of the same,
26 that in such event, the said deed shall be returned to the Seller
27 or to his order, upon demand, but all monies theretofore paid
28 hereunder up to the time of any such default, shall be the prop-
29 erty of the Seller, the same to be considered as rental for
30 the use of said property up to the time of any such default and
31 as liquidated damages for such default, and not as penalty.

32 7. The Buyer covenants and agrees that during the

1 term hereof he will at all times keep said property free and
2 clear of any and all liens and encumbrances of every kind and
3 character, and that should any lien or encumbrance be placed
4 upon said real property during the term hereof, he will forth-
5 with cause the same to be fully paid, satisfied and discharged.

6 8. The due performance of all conditions, covenants
7 and agreements on the part of the Buyer is condition precedent
8 to the performance of the conditions on the part of the Seller.
9 In the event of the failure of the Buyer to comply with the
10 covenants and agreements, or any thereof, on his part herein
11 entered into, the Seller shall be released from all obligations
12 either in law or in equity, to transfer said property, or any
13 part hereof, to the Buyer, and the Buyer shall then relinquish
14 any and all rights which he may have under this agreement, or
15 under any provisions hereof, and be declared tenant at will,
16 and in such event, the escrow holder shall be and is hereby
17 authorized and instructed to deliver the Grant, Bargain and Sale
18 Deed to the order of the Seller upon demand, and the return
19 of said Grant, Bargain and Sale Deed to the Seller under the
20 conditions above stated, shall and will, release the said escrow
21 holder and the Seller from all further obligations in the pre-
22 mises. In such event, the Buyer hereby agrees to peaceably
23 and quietly surrender the possession of said property to the
24 Seller upon demand.

25 9. In the event the Buyer shall be in default in
26 the payment of any of said monies at the times specifically
27 provided for the payment of the same, as herein set forth, and
28 unless demand is made upon the escrow holder for the return
29 of the Grant, Bargain and Sale Deed to the order of the Seller,
30 by reason of such default the escrow holder shall be, and is
31 hereby authorized and empowered to accept from the Buyer such
32 delinquent payments without any authorization, written or otherwise

1 from either party to accept the same.

2 10. Concurrently with the deposit of the aforesaid
3 Grant, Bargain and Sale Deed the Buyer agrees to deposit with
4 Title Insurance and Trust Company, Reno, Nevada, an executed
5 quitclaim deed for the subject real property in favor of the
6 Seller. In the event Buyer shall be in default in the payment
7 of any of the installments of principal or interest provided
8 herein, or in the failure to comply with the conditions, cove-
9 nants and agreements set forth herein, and if such default shall
10 continue for a period of 35 days after the same shall become
11 due, and if the installment principal or interest payment is
12 not received by Seller or the default cured within 55 days after
13 the service upon Buyer of a written notice by registered mail
14 to make the payment or remedy the default, then the parties
15 agree that this contract is terminated and upon written request
16 of the Seller, Title Insurance and Trust Company, Reno, Nevada,
17 shall deliver said quitclaim deed to Seller and is thereby re-
18 lieved of any liability whatsoever as a result of said delivery
19 of the quitclaim deed.

20 11. Buyer covenants to keep all buildings that may
21 now or at any time be on said property during the continuance
22 of this trust in good repair and insured against loss by fire,
23 with extended coverage endorsement, for full insurable value
24 in a company or companies authorized to issue such insurance
25 in the State of Nevada, and as may be approved by Seller naming
26 Seller and Buyer as insureds, as their interest may appear,
27 and to deliver the policy to Seller or to collection agent of
28 Seller and in default thereof, Seller may procure such insurance
29 and/or make such repairs and expend for either of such purposes,
30 such sum or sums as Seller may deem proper, any such advance
31 for repairs or insurance to be deemed secured hereby.

32 12. In the event legal proceedings are commenced

1 to enforce or cancel this contract, the prevailing party shall
2 be entitled to costs and a reasonable attorney's fee.

3 13. Time is of the essence of this contract. No
4 waiver of the breach of any of the covenants or conditions of
5 this contract by Seller shall be construed to be a waiver of
6 any succeeding breach of the same or other covenants or condi-
7 tions of this contract. No delay or omission of Seller in exer-
8 cising any right, power or remedy herein provided in event of
9 default shall be construed as a waiver thereof or acquiescence
10 therein, nor shall the acceptance of any payments made in a
11 manner or at a time other than as herein provided be construed
12 as a waiver of, or variation in, any of the terms of this con-
13 tract.

14 14. The 1974-1975 taxes on the above-described prop-
15 erty shall be prorated as of the date hereof and the Buyer shall
16 pay all taxes and assessments from the date hereof and assessed
17 and levied against said property during the term of this agree-
18 ment.

19 15. The closing shall be effected by the delivery
20 of the necessary documents and money to Title Insurance and
21 Trust Company with instructions to said title company to cause
22 the necessary Nevada Transfer Stamps to be paid and affixed
23 to the Contract of Sale, to record the Contract of Sale and
24 to hold the necessary documents in escrow in accordance with
25 the terms of this agreement. Possession of the above-described
26 property shall be delivered to Buyer on April 8, 1975.
27 Seller and Buyer shall each pay one-half of all escrow fees.

28 16. There is no understanding or agreement between
29 the parties except as expressly set forth herein, and this
30 contract may not be amended except in writing. This contract
31 shall be binding upon, and inure to the benefit of, Seller,
32 his successors, and assigns, and Buyer, his heirs, personal

1 representatives and assigns. Wherever required by context,
2 the singular shall be deemed to include the plural, the plural
3 the singular and the use of any gender shall include all other
4 genders.

5 Buyer acknowledges a receipt of a copy of this Contract
6 of Sale.

7 DATED: April 4, 1975.

8 BUYER:

SELLER:

9
10 *Kenneth W. Helwinkel, Jr.*
KENNETH W. HELWINKEL, JR.

Stoddard Jacobsen
STODDARD JACOBSEN

11 Address: P.O. Box 548
12 Gardnerville, Nevada


Jewel Jacobsen
JEWEL JACOBSEN

13
14 Address: P.O. Box 76
15 Gardnerville, Nevada.

16
17 STATE OF NEVADA)
18 Carson City) : SS

19 On this 4th day of April, 1975, personally
20 appeared before me, a notary public STODDARD JACOBSEN and JEWELL
21 JACOBSEN, who acknowledged to me that they executed the foregoing
22 document.

Dee Briggs


23
24  DEE BRIGGS
Notary Public — State of Nevada
Carson City
My Commission Expires March 29, 1977
25

NOTARY PUBLIC
Dee Briggs

26 STATE OF NEVADA)
27 Carson City) : SS

28 On this 4th day of April, 1975, personally
29 appeared before me, a notary public, KENNETH W. HELWINKEL, JR.,
30 who acknowledged to me that he executed the foregoing document.

Dee Briggs

31
32  DEE BRIGGS
Notary Public — State of Nevada
Carson City
My Commission Expires March 29, 1977

NOTARY PUBLIC
Dee Briggs

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Lot 53. as shown on the map of UNIT 1, PINENUT
SUBDIVISION, filed in the office of the County
Recorder of Douglas County, Nevada, on June 11,
1963.

TITLE INSURANCE & TRUST CO.

Recorded at Request of
On APR 8 1975 At 15 Min. Past 2:00 PM
Official Records of Douglas County, Nevada. Fee 2.00 pd
Patricia J. Stanley, Recorder. By *[Signature]*
Deputy

EXHIBIT "A"