

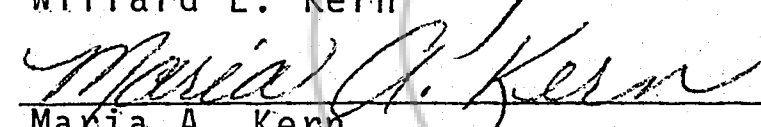
4. Buyer agrees that all moneys paid to Seller by virtue of this Agreement shall immediately become the property of Seller. In the event of default in the performance of any of the Covenants contained in this Agreement or contained in said escrow instructions to be performed by Buyer, Seller shall be released from any and all obligations, either at law or in equity, to transfer said property and Buyer shall relinquish all rights under this Agreement and under the terms, covenants and conditions contained in said escrow instructions and all moneys theretofore paid by Buyer shall be considered as rental for the use and occupancy of said premises to the time of such default and as settled and liquidated damages, and not as penalty for the breach of this Agreement. The parties hereto agree that it would be impossible to estimate the acrued 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 will peaceably vacate the above described premises and Seller may re-enter the premises and take possession thereof and remove all persons therefrom, using any and all lawful means so to do, 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. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include the other genders.

6. Time is of the essence of this Agreement.

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


Willard L. Kern


Maria A. Kern

BUYERS


Max D. Pierson

SELLERS

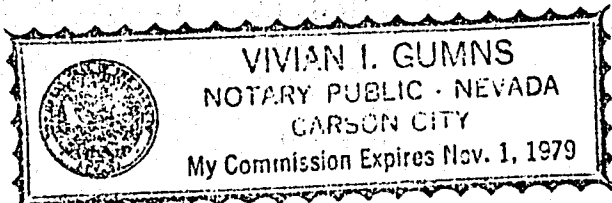
STATE OF NEVADA)

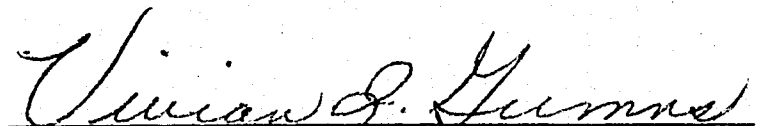
COUNTY OF Carson City) ss

On this 15th day of June, 1979, personally appeared before me, a Notary Public, WILLARD L. KERN and MARIA A. KERN and MAX D. PIERSON

known to me to be the persons described in and who executed the foregoing instrument, and they, and each of them, duly acknowledged to be 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 the day and year in this certificate first above written.





Notary Public

34387

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COPY

REQUESTED BY
CHARTER TITLE INS.

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

\$ 5.00 *pd.*

1979 JUL 11 PM 12: 28

MARIE A. RABEL
RECORDER

Carol E. Hart

Dep.

34387

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