DO 3558 VG

Documentary Transfer Tax Computed on full value of property conveyed; or Computed on full value less liens and encumbrances remaining thereon at time of transfer A G R E E M E N T Under penalty of perjury: Charter Title, Inc

Signature of declarant or agent determining tax-firm name.

THIS AGREEMENT, made and entered into this 15th day of June 197 9, by and between MAX D. PIERSON, an unmarried man

herein called Sellers,

and WILLARD L. KERN and MARIA A. KERN, husband and wife as joint tenants

herein called Buyers.

whose mailing address is 4200 E. Nye Lane, Carson City, 89701

## WITNESSETH:

The Seller hereby agrees to sell and the Buyer hereby agrees to purchase for a total consideration of TWENTY TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS 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:

Situate in Douglas County, State of Nevada, described as follows:

Lot 47, Unit 1, IMPALA MOBILE HOME ESTATES, as shown on Document No. 20555, Book 578, Page 708, filed May 11, 1978, Douglas County, Nevada.

IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto;

- 1. That the purchase price of \$22,500.00 shall be paid by Buyer to Seller as follows:
- The sum of None upon the execution of this Agreement, the 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 the escrow instructions hereinafter referred to.
- In furtherance of this Agreement, 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 Charter Title, Inc., 124 East John Street, Carson City, Nevada and have delivered said documents to said escrow holder. Said escrow instructions are hereby specifically referred to and by such reference are incorporated into this Agreement as if fully set forth herein. It is agreed that title to personal property described in any bill of sale delivered to said 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 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.

RETURN TO:

Charter Title Inc. 124 E. John St Carson City, NV 89701

- 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 acrual 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

Minsin)

Kern

BUYERS

Max D. Pierson

SELLERS

STATE OF NEVADA

SS

XQUNTXYX QK Carson City

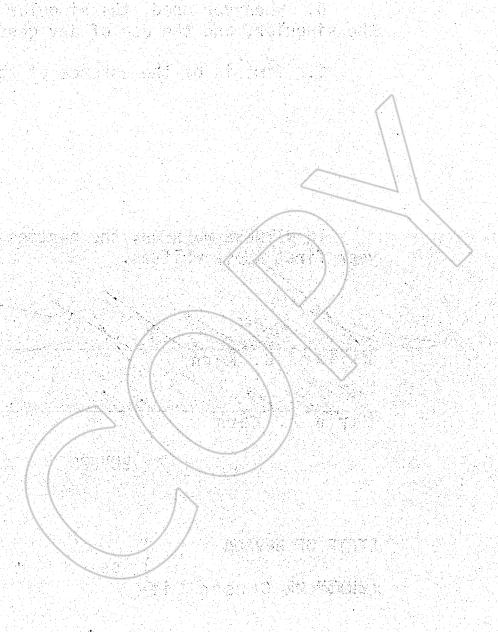
On this 15th day of June , 1979 , personally appeared before me, a Notary Public, WILLARD L. KERN and MARIA A. KERN and MAX D. PIERSON

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.

VIVIAN I. GUMNS
NOTARY PUBLIC - NEVADA
CARSON CITY
My Commission Expires Nov. 1, 1979

Notary Public



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REQUESTED BY
CHARTER TITLE INS.
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
1979 JUL 11 PH 12: 28

THE WISE

MARIE A. RABEL
RECORDER

CASAL GRANT 34387

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