

Documentary Transfer Tax \$ 26.40
 Computed on full value of property conveyed; or
 Computed on full value less liens and encumbrances remaining thereon at time of transfer.
 Charter Title, J. Rolon
 Under penalty of perjury: _____
 Signature of declarant or agent determining tax-firm name.

AGREEMENT

ORDER No.: DO 5760-JER

THIS AGREEMENT, MADE AND ENTERED INTO THIS 9'th DAY OF April 19 81, BY AND BETWEEN MAX D. PIERSON

HEREIN CALLED SELLERS,
 AND HOMER A. BARNES and HAZEL J. BARNES, husband and wife as joint tenants

HEREIN CALLED BUYERS.

WITNESSETH:

THE SELLER HEREBY AGREES TO SELL AND THE BUYER HEREBY AGREES TO PURCHASE FOR A TOTAL CONSIDERATION OF TWENTY-FOUR THOUSAND and NO/100THS (\$24,000.00) 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: Douglas County, State of Nevada:

Lot 39, Unit No. 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 \$ 24,000.00 SHALL BE PAID BY BUYER TO SELLER AS FOLLOWS:

A. THE SUM OF TEN THOUSAND and NO/100THS (\$10,000.00) DOLLARS 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.

2. 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

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.

WHEN RECORDED PLEASE MAIL TO: CHARTER COLLECTIONS, 300 Hot Springs Road, #6, Carson City, Nevada 89701

4. BUYER AGREES THAT ALL MONEYS PAID TO SELLER, OR IN BEHALF OF 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 INSTALLMENT COLLECTION INSTRUCTIONS TO BE PERFORMED BY BUYER, SELLER SHALL BE RELEASED FROM ANY AND ALL OBLIGATIONS, EITHER AT LAW OR EQUITY, TO TRANSFER SAID PROPERTY AND BUYER SHALL RELINQUISH ALL RIGHTS UNDER THIS AGREEMENT AND UNDER THE TERMS, COVENANTS AND CONDITIONS CONTAINED IN SAID INSTALLMENT COLLECTION INSTRUCTIONS AND ALL MONEYS THERETOFORE PAID BY BUYER SHALL BE CONSIDERED AS RENTAL FOR THE USE AND OCCUPANCY OF SAID PROPERTY 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 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 WILL PEACEABLY VACATE THE HEREIN DESCRIBED PROPERTY AND SELLER MAY RE-ENTER THE SAID PROPERTY AND TAKE POSSESSION THEREOF AND REMOVE ALL PERSONS THEREFROM, USING ANY AND ALL LAWFUL MEANS TO DO SO, OR SELLER MAY, AT SELLER'S OPTION, DECLARE THE ENTIRE AMOUNT OF PURCHASE PRICE, OR THE BALANCE THEREOF, TOGETHER WITH INTEREST THEREON TO BE IMMEDIATELY DUE AND PAYABLE, AND BUYER AGREES TO IMMEDIATELY PAY SAME TO SELLER, OR SELLER MAY RECOVER THE SAME IN MANNERS AT SET FORTH MORE FULLY IN THE INSTALLMENT COLLECTION INSTRUCTIONS, OR 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 INCLUDED THE OTHER GENDERS.

6. TIME IS EXPRESSLY DELARED TO BE OF THE ESSENCE OF THIS AGREEMENT AND OF EXHIBIT "B" AS MENTIONED HEREIN .

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS THE DAY AND YEAR FIRST HEREIN WRITTEN.

Homer A. Barnes
Homer A. Barnes

Max D. Pierson
Max D. Pierson

Hazel J. Barnes
Hazel J. Barnes

BUYERS

SELLERS

STATE OF NEVADA }
COUNTY OF Carson City }

SS.

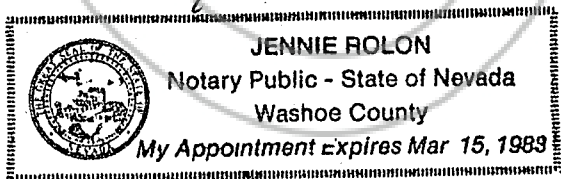
ON April 9, 19 81, BEFORE ME, THE UNDER-

SIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____

MAX D. PIERSON, HOMER A. BARNES and HAZEL J. BARNES

KNOWN TO ME TO BE THE PERSON S WHOSE NAMES ARE _____ SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT _____ T HE Y _____ EXECUTED THE SAME.

Jennie Rolon
NOTARY'S SIGNATURE



REQUESTED BY
CHARTER TITLE INS.
BY OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
\$ 4.00 yd.
1981 MAY 15 PH 1:47

MARIE A. RABEL
RECORDER
Marie A. Rabel
LIBER 56327
581 PAGE 885