

Documentary Transfer Tax \$ 30.80
 Computed on full value of property conveyed; or
 Computed on full value less liens and encumbrances
 remaining thereon at time of transfer.
 Charter Title, Inc.
 Under penalty of perjury: [Signature]
 Signature of declarant or agent
 determining tax-firm name.

R.P.T.T. \$30.80

CONTRACT OF SALE

AGREEMENT made and entered into this 23rd day of
 March, 1982, by and between PAUL D. HENNING and BERTHA E.
 HENNING, Husband and Wife as joint tenants with right of
 survivorship, P.O. Box 1209, Minden, Nevada 89423

hereinafter referred to as "SELLER", and MEL VANDE BRAKE and
 KATHY VANDE BRAKE, Husband and Wife, as joint tenants with
 right of survivorship, of P.O. Box 1475, Minden, Nevada 89423
 hereinafter referred to
 as "BUYER".

W I T N E S S E T H :

1. SELLER, for and in consideration of the terms,
 covenants, and conditions hereinafter set forth, agrees to
 sell and convey, and the BUYER agrees to purchase all of
 SELLER'S right, title, and interest in and to that certain
 parcel of improved real property situated in the County of
 Douglas, State of Nevada, described as follows:

The South Half of the Southwest 1/4 of the Northwest 1/4 of
 the Southwest 1/4 of Section 26, Township 14 North, Range 20 East, M.D.B.&M.
 EXCEPTING THEREFROM the North 140.00 feet of the West 311.15 feet
 of said land.
 APN 21-230-20

Subject to the further provisions herein.

2. The total purchase price of the property is
 SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00), payable as follows:

A. The sum of FIVE THOUSAND DOLLARS (\$5,000.00)
 paid outside of escrow receipt of which is
 hereby acknowledged by SELLER; and the further
 sum of SEVEN THOUSAND DOLLARS (\$7,000.00) paid
 to EL DORADO SAVINGS AND LOAN, payment of which
 is acknowledged by the SELLER and BUYER.

B. The sum of TEN THOUSAND THREE HUNDRED SIXTY-
 FIVE DOLLARS and NINETY-NINE CENTS (\$10,365.99)

WHEN RECORDED RETURN TO: CHARTER COLLECTIONS, 401 E. John Street, Carson City, NV 89701

by assignment of a Contract of Sale, which assignment has been executed by the BUYER and accepted by the SELLER, and recorded July 6, 1981, as Document No. 126997, County of Riverside, State of California, said assignment being without recourse of SELLER to BUYER upon default of BUYER therein.

C. The balance of THIRTY-SEVEN THOUSAND FOUR HUNDRED SIX DOLLARS and SIXTY-SIX CENTS (\$37,406.66), together with interest thereon at 11.75% per annum, in monthly installments of FOUR HUNDRED SEVENTY-ONE DOLLARS (\$471.00) or more payable:

(1) The sum of FOUR HUNDRED SEVENTY-ONE DOLLARS (\$471.00), or more, per month, payable to the SELLER through CHARTER COLLECTIONS, 401 East John Street, Carson City, Nevada 89701, commencing (but also prorated to close of escrow) on the 1st day of April, 1982, with a like and similar payment to be made on the same day of each calendar month thereafter until the Underlying Note and Deed of Trust encumbering the subject real property in the unpaid amount of THIRTY-SEVEN THOUSAND FOUR HUNDRED SIX DOLLARS and SIXTY-SIX CENTS (\$37,406.66) to EL DORADO SAVINGS AND LOAN ASSOCIATION is paid in full or is novated by BUYER.

(2) It is further understood that the payment required under Paragraph 2(C)(1), supra, covers the payment on the underlying Note

and Deed of Trust of Record in favor of EL DORADO SAVINGS AND LOAN ASSOCIATION as more particularly set forth hereinbelow. The parties acknowledge and accept that the payment due and owing on the underlying Note and Deed of Trust is FOUR HUNDRED SEVENTY-ONE DOLLARS (\$471.00) per month, and that the balance due under said Deed of Trust is THIRTY-SEVEN THOUSAND FOUR HUNDRED SIX DOLLARS and SIXTY-SIX CENTS (\$37,406.66) as of the date of execution of this Contract of Sale with interest thereon.

(3) In the event any payment on said principal amount shall be delinquent for more than fifteen (15) days, there shall be assessed a late charge of EIGHTEEN DOLLARS and EIGHTY-FOUR CENTS (\$18.84), but each assessment shall not preclude SELLER from exercising any rights or remedies herein provided for default of the BUYER.

D. BUYER may accelerate the payment of the indebtedness to SELLER herein without penalty, but shall pay any charges in connection with prepayment or the assumption or transfer of the existing Note and Deed of Trust to EL DORADO SAVINGS AND LOAN ASSOCIATION.

3. The property is subject to the following encumbrance, which is outstanding at the date of this Contract and will be paid as provided above according to its terms:

A. A First Deed of Trust recorded in Book 279 at Page 1195, of the Official Records at the office of the County Recorder of

Douglas County, Nevada, the same being recorded on February 21, 1979, securing a Promissory Note in the original principal amount of \$45,500.00 payable, together with interest thereon to EL DORADO SAVINGS AND LOAN ASSOCIATION.

Further, the parties expressly state, understand, and acknowledge that the existing encumbrance on the subject property as aforesaid contain a conventional, not FHA, loan and contains an acceleration or due-on-sale clause substantially to the effect that if SELLER herein conveys or attempts to convey the subject property to another, either by Contract of Sale or otherwise, that the entire outstanding balance of said encumbrance may be declared immediately due and payable by the holder of the interest therein. In this respect, the parties hereto further state that they have been informed of such clauses by CHARTER TITLE, and further that neither CHARTER TITLE nor any of its agents, nor any broker or salesperson, nor Crowell, Crowell, Crowell, and Baker, Ltd., has made any representations that said clauses shall or shall not be exercised in the event of the execution of the instant Contract of Sale. Further, the parties expressly state that they are not relying on any representation of CHARTER TITLE, or its agents or the preparer of this document with respect to such clause in executing this Contract of Sale and the parties further expressly agree that neither CHARTER TITLE nor any of its agents, or any broker or salesman, or the preparer of this document, shall be held liable in any respect with regard to such acceleration clause, the parties desiring to proceed with the execution of this Contract of Sale at their own risk with a full understanding of the uncertainties atten-

dant thereto. The parties further agree that CHARTER TITLE is relieved of any liability (shall not be liable) for any action or non-action in this respect, including but not limited to not obtaining a beneficiary statement, not properly prorating interest or mortgage insurance, and not making proper provisions for transfer of the impound accounts. The parties further agree that in the event any of said underlying obligations referred to hereinabove are declared to be immediately due and payable, that BUYER shall be solely responsible for paying said underlying obligation in full pursuant to the terms of the underlying obligation (BUYER to pay and discharge all costs and penalties attributable thereto including any prepayment penalties) and shall hold SELLER harmless therefrom.

4. The parties hereto agree to place in escrow with CHARTER TITLE an executed copy of this agreement and a good and sufficient deed from SELLER to BUYER to the real property herein described to be delivered to BUYER upon the full performance of the terms, covenants, and conditions of this Contract of Sale; and at a subsequent time as hereinafter set forth, the following documents:

- A. A Quitclaim Deed from the BUYER to the SELLER to the real property herein described to be delivered to SELLER in the event of a BUYER default or breach of the terms, covenants, and conditions of this Contract of Sale.
- B. A good and sufficient deed from SELLER to BUYER to the real property herein described to be delivered to BUYER upon the full performance of the terms, covenants, and conditions of this Contract of Sale; and

SELLER and BUYER acknowledge the following:

- (a) That a parcel map must be obtained in order to reconvey the appropriate parcel from BUYER TO SELLER, as provided in Paragraph 16 hereafter.

- (b) That SELLER shall apply for at its cost and obtain the necessary approvals of a parcel map to comply with the conveyances required herein, within two (2) years from the date of close of escrow herein, failing which BUYER will not have to reconvey any portion of the subject property to SELLER. (This Paragraph supplements but does not supercede the provisions of Paragraph 16 hereafter.)
- (c) In the event SELLER performs as required in this paragraph and in Paragraph 16 hereafter, the parties shall at that time secure the preparation, execution, and recordation of the necessary documents to complete this transaction.
- (d) That the uncertain attendant hereof is fully understood by the parties, and notwithstanding they consent to this transaction and agree that neither CHARTER TITLE nor CROWELL, CROWELL, CROWELL, & BAKER, LTD., shall have any responsibility or liability in connection with this Agreement, now or hereafter, or its ultimate completion or failure thereof or lack of appropriate conveyances.

5. The foregoing instruments shall be held by the escrow holder, CHARTER TITLE, on behalf of all the parties hereto subject to the terms and conditions hereof and as further established by the escrow holder. In conjunction with this Contract of Sale, BUYER and SELLER shall execute installment collection instructions with CHARTER COLLECTIONS, and such instructions shall be appended hereto as Exhibit "A" and incorporated herein by this reference. The invalidity of a provision of either this Contract of Sale or the Installment Collection Instructions shall not operate to void either entire document.

6. All improvements and additions to the property shall become permanent parts thereof. SELLER shall have the right to post and record due and proper notices of non-responsibility on the premises. BUYER shall indemnify and hold SELLER and the property of SELLER, including the SELLER'S interest in the property, free and harmless from any liability for any mechanic's liens or other expenses or

damages resulting from any renovation, alterations, building repairs, or other work placed on the property by the BUYER.

~~7. SELLER shall have the right to inspect and examine the property at all reasonable times.~~ *M*

8. BUYER shall pay and discharge, when due, all taxes and assessments levied upon said property that may become payable subsequent to the date hereof.

9. SELLER, after the date of this contract, shall not, in any manner, further encumber the property without the written consent of the BUYER and, further, SELLER shall, until physical possession of the property is taken by BUYER hereunder, maintain the premises and fixtures and appliances in good order and repair, including winterizing.

10. SELLER, after the date of this contract, shall not undertake any additional off-site improvements or perform any other work on the property which may result in the creation, subsequent to the date of this contract, of a mechanic's lien on the property without the written consent of the BUYER, and without filing a surety bond with the City or County wherein the property is located for the performance and payment of materials and labor costs requisite to such additional improvements.

11. Destruction of, or damage to, any building or other improvement now or hereafter placed on the property, or of any personal property, if any, described in this contract, whether from fire or other cause, shall not release the BUYER from any of its obligations under this contract; it being expressly understood that the BUYER bear all risk of loss to, or damage of, the property.

12. BUYER agrees that the property and mobile home and improvements thereof are, at the date of this contract, in good condition, order, and repair, and that he shall, at

his own cost and expense, maintain the property and the mobile home and improvements thereon in a good order and repair as they are on the date of this contract, reasonable wear and tear excepted. BUYER shall, at all times, keep subject premises insured against loss, damage, theft, and other risks in such amounts (\$37,406.00 minimum) and with such companies and under such policies and in such form as shall be satisfactory to SELLER. Such policies of insurance shall provide that loss thereunder shall be payable to SELLER and BUYER as their interest may appear as further set forth below. Such policies of Insurance shall, if SELLER so requests, be deposited with SELLER.

With respect to the insurance proceeds that may arise as a result of loss, damage, fire, theft, or other risks, the parties agree that BUYER shall have the right to apply such proceeds to reconstruction or repair of the premises or, in the alternative, may elect such proceeds to be disbursed to SELLER toward the payment of the unpaid principal balance of this contract and interest thereon. In the event BUYER elects to have such proceeds apply towards reconstruction, the plans and specifications of such reconstruction shall be tendered to SELLER for SELLER'S approval. Such plans for reconstruction or repair must be such so as to place the appraised value of the premises at the same level or value of the premises immediately before any such loss or other damage. In the event that the insurance proceeds are insufficient to reconstruct the mobile home to such prior appraised value, then BUYER shall provide and be solely responsible for any excess funds over and above the insurance proceeds so required to reconstruct the premises.

13. BUYER shall not remove or permit the removal from the property of the premises or other improvement located thereon without the consent of the SELLER, in writing, nor shall the BUYER commit or permit to be committed any waste of the property or of any building or improvement thereon.

14. BUYER shall indemnify and hold SELLER free and harmless from any and all demands, loss, or liability resulting from the injury to or death of any person or persons because of the negligence of the BUYER or the condition of the real property and/or premises at the time or times after the date of possession of the same is delivered to the BUYER.

15. BUYER shall be entitled to enter into possession of the property and/or premises upon execution of this contract and to continue in possession thereof so long as he is not in default in the performance of this contract.

16. The parties agree that the legal description of the subject property herein shall be that as provided in the CHARTER TITLE Preliminary Title Report dated February 10, 1982, No. DO 5892CC. BUYER further agrees to reconvey, without cost or fee, to SELLER the Easterly 323.85 feet of the subject property PROVIDED that SELLER has improved Saratoga Road and that said improvement is approved by appropriate and necessary Douglas County agencies all within two (2) years from close of escrow herein. If SELLER does NOT complete said improvement of road and obtain the necessary approvals within the two (2) year period, BUYER will not have to reconvey and portion of the subject property to SELLER. THIS PROVISION AND AGREEMENT is solely between the BUYER and SELLER; and CHARTER TITLE and CROWELL, CROWELL, CROWELL, & BAKER, LTD, shall assume no responsibility or

liability in connection with this agreement now or at any future date.

17. Payment of all monies becoming due hereunder by the BUYER and the performance of all covenants and conditions of this contract to be kept and performed by the BUYER, are conditions precedent to the performance by the SELLER of the covenants and conditions of this contract to be kept and performed by the SELLER. It is understood and agreed that title to all subject properties shall remain in the SELLER until the full payment of SELLER'S equity, principal, and interest thereon as herein provided. However, upon BUYER'S faithful performance of this Agreement, or as otherwise provided herein, BUYER shall be entitled to receive from SELLER good and sufficient deed or document of title to the subject properties.

18. Time is of the essence of this Agreement and every part thereof and the failure of BUYER to perform any condition or term hereof and/or the Installment Collection Instructions on the date of performance, and for a period of thirty (30) days after notice, in writing, given by SELLER to BUYER of said default at such address as BUYER shall have given as its last address shall constitute grounds for forfeiture, and the SELLER, after the expiration of the said thirty(30) day period, and the default of BUYER being not cured within that time or a statement that a controversy exists over said breach between SELLER and BUYER be filed by BUYER with the Escrow Agent within that time, may without further notice or process of law repossess the said real property and/or premises, direct the Escrow Agent to record the Quitclaim Deed herewith, and return to SELLER its documents if the same have not been recorded, and all payments hereunder shall be retained by the SELLER as rent for the

said premises and as settled and liquidated damages and not as penalty for breach of this Agreement. In addition, SELLER shall thereupon, be released from all obligations in law or equity to transfer said property or any part to BUYER, and BUYER shall be deemed to be a tenant at will, and SELLER shall have all rights of a landlord of said tenant at will under the Unlawful Detainer Statutes of the State of Nevada. Or SELLER may, at SELLER'S option, declare the balance of the purchase price, together with interest thereon, to be immediately due and payable and BUYER agrees to pay immediately the same to SELLER the nonpayment thereof being immediately enforceable in law or equity. Or SELLER may exercise any of the rights, powers, and remedies provided herein, otherwise given by law or equity for such breach, without election thereof.

If a statement of controversy is filed, the escrow agent shall hold all documents pending a final order of court of competent jurisdiction.

Provided, however, that should these provisions for forfeiture of the property in the event of default, be construed in any manner as invalid or not binding upon the parties hereto, then by the execution and delivery of this Contract of Sale, the parties hereto shall irrevocably grant, transfer, and assign their respective right, title, and interest to the real property herein to CHARTER TITLE, escrow agent hereunder as Trustee, in trust, for the purpose of securing SELLER'S and BUYER'S obligations herein and confer upon the Trustee the following powers:

- A. The power to convey to BUYER legal title upon full satisfaction of BUYER'S obligations to SELLER;

B. Power to foreclose under power of sale, and issue a deed upon foreclosure and sale, for such purpose the parties hereto adopting and including herein for any and all purposes by reference as though the same were written in full herein Covenant Nos. 1, 3, 5, 6, 8, and 9 as set forth in Nevada Revised Statutes, Section 107.030, together further with Covenant No. 4 at NINE PERCENT (9%) and together with Covenant No. 7, at TEN PERCENT (10%) all as is more fully set forth in Nevada Revised Statutes, Section 107.030.

Any person, including SELLER, BUYER, or Trustee, may purchase at such sale; the parties, however, do not intend hereby to alter in any manner the rights as SELLER or BUYER but rather to vest the Trustee with title so as to create powers coupled with an interest, and SELLER and BUYER shall retain the rights and obligations imposed upon them by the laws of the State of Nevada, in the event that this provision shall become effective.

19. The BUYER represents to the SELLER that the property has been inspected by them, and they have been assured by means independently of the SELLER or of any agent of the SELLER of the truth of all facts material to this contract, and that the property, as it is described in this contract is, and has been purchased by the BUYER as a result of such inspection or investigation and not by or through any representations made by the SELLER or by an agent of the SELLER. The BUYER hereby expressly waives any and all claims for damages or for rescission or cancellation of this contract because of any representations made by the SELLER or by any agent of the SELLER, other than such representa-

tions as may be contained in this contract. The BUYER further agrees that the SELLER and any and all agents of the SELLER shall not be liable for or on account of any inducements, promises, representations, or agreements not contained in this contract; that no agent or employee of the SELLER is or has been authorized by the SELLER to make any representations with respect to the property and that, if any such representations have been made, they are wholly unauthorized and not binding on the SELLER.

20. Should any litigation be commenced between the parties hereto concerning the property, this contract, or the rights and duties of either in relation thereto, the parties, the BUYER or the SELLER, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for their attorney's fees in such litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

21. Any notices or other communications required or permitted by this Contract or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to any member of the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, certified postage prepaid, addressed to BUYER at the address of the property or to the SELLER at P.O. Box 1209, Minden, Nevada 89423

Either party, BUYER or the SELLER, may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

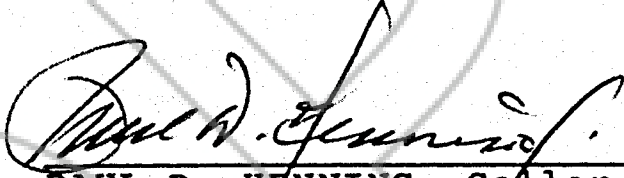
22. This Contract shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

23. Time is expressly declared to be of the essence of this contract.

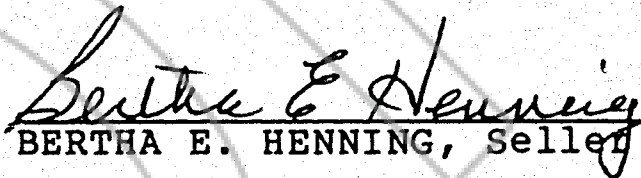
24. The waiver of any breach of this contract by either party shall not constitute a continuing waiver of any subsequent breach either of the same or another provision of this contract.

As used in this Contract of Sale, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

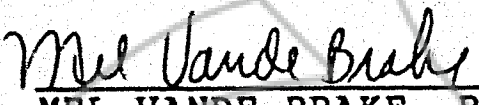
IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto the day and year written above.



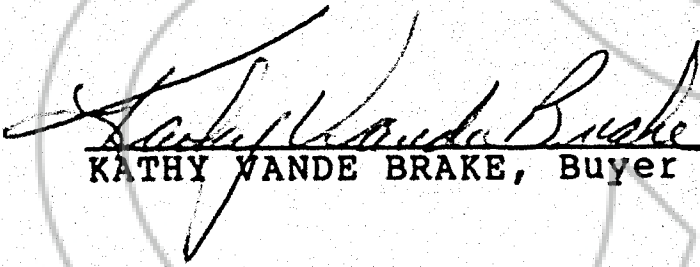
PAUL D. HENNING, Seller



BERTHA E. HENNING, Seller



MEL VANDE BRAKE, Buyer



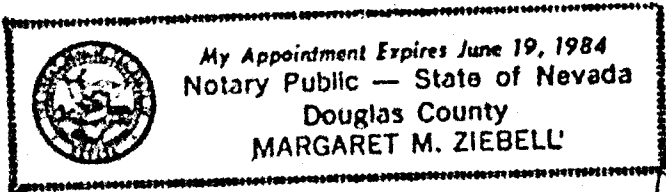
KATHY VANDE BRAKE, Buyer

ACKNOWLEDGMENTS.

STATE OF NEVADA)
) ss.
CARSON CITY)

On this 23rd day of March, 1982, before me, the undersigned, a Notary Public, personally appeared PAUL D. HENNING and BERTHA E. HENNING, known to me to be the persons described in and who executed the foregoing instrument and they acknowledged to me 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 the day and year hereinabove written.

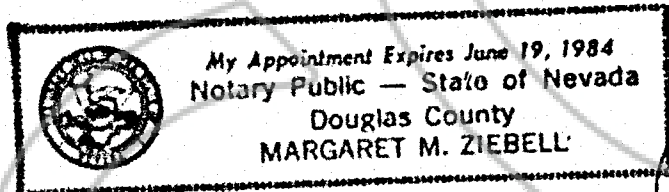


Margaret M. Zibell
NOTARY PUBLIC (SEAL)

STATE OF NEVADA)
) ss.
CARSON CITY)

ON THIS 23rd day of March, 1982, before me, the undersigned, a Notary Public, personally appeared MEL VANDE BRAKE and KATHY VANDE BRAKE, known to me to be the persons described in and who executed the foregoing instrument and they acknowledged to me 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 the day and year hereinabove written



Margaret M. Zibell
NOTARY PUBLIC (SEAL)

REQUESTED BY
CHARTER TITLE INS.
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
\$18.00

1982 MAR 24 PM 1:24

Betty Newlon
Dep.