

Transfer Tax - \$63.80
Less liens and encumbrances

NNTC Linda Murphy

CONTRACT OF SALE

THIS AGREEMENT made and entered into this 30th day of April, 1982, by and between EMPIRE PROPERTIES, INC., a Nevada corporation, hereinafter referred to as SELLER, and GEORGE D. BOOZER and PATRICIA L. BOOZER, husband and wife as joint tenants, hereinafter referred to as BUYER. 2699 Sundance Ct., Walnut Creek, CA., 94598

WITNESSETH

BUYER agrees to buy and SELLER agrees to sell that real property hereinafter described upon the terms and conditions hereinafter set forth:

All that certain real property situate in the County of Douglas, State of Nevada, more particularly described as follows:

Lot 39-A of LAKE VILLAGE UNIT NO. 2-D, as shown on the official map filed in the office of the County Recorder of Douglas County, Nevada on June 5, 1972 as File No. 59803.

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

1. The purchase price of the above described real property is ONE HUNDRED THREE THOUSAND AND NO/100 DOLLARS, (\$103,000.00), and shall be payable in lawful money of the United States of America, as follows:

(a) The sum of FIFTY SEVEN THOUSAND NINE HUNDRED EIGHTY THREE AND 61/100 DOLLARS, (\$57,983.61), upon the execution of this agreement.

(b) The remaining balance of FORTY FIVE THOUSAND SIXTEEN AND 39/100 DOLLARS, (\$45,016.39), together with interest thereon at nine and one-half percent (9 1/2%) per annum, shall be payable in monthly installments of THREE HUNDRED NINETY AND 54/100 DOLLARS, (\$390.54), or more, beginning June 1, 1982 and continuing in like monthly installments until March 27, 2008, at which time the entire unpaid balance together with any unpaid accrued interest shall become due and payable in full. Interest to commence on May 1, 1982, or at the close of escrow, whichever first occurs. In addition to the monthly installments called for herein, BUYER agrees to increase the monthly installment payment to pay any

WHEN RECORDED RETURN TO: NORTHERN NEVADA TITLE COMPANY
102 North Curry Street
Carson City, NV 89701
DO-13007-TN
AP #7-082-09-2

1 future increases necessary to pay the monthly payment of taxes and/or
2 insurance.

3 (c) BUYER and SELLER have executed appropriate escrow
4 instructions and installment collection instructions to Northern Nevada
5 Title Company, 102 N. Curry Street, Suite 1, Carson City, Nevada, 89701,
6 and have delivered said documents to said title company. Said escrow and
7 installment collection instructions are hereby specifically referred to
8 and by such reference are incorporated herein as if fully set forth, and
9 said instructions shall survive the execution of this agreement.

10 Monthly installment payments shall be applied by said
11 collection agent as follows:

12 (i) To the monthly payment of the first Deed of Trust of
13 record to First Federal Savings and Loan Association, in the amount of
14 THREE HUNDRED NINETY AND 54/100 DOLLARS, (\$390.54), including principal
15 and interest, which has an approximate unpaid balance of FORTY FIVE
16 THOUSAND SIXTEEN AND 39/100 DOLLARS, (\$45,016.39).

17 2. Prior to close of escrow SELLER will convert existing homeowners
18 fire insurance policy to a regular fire policy naming existing lender and
19 SELLER as insureds. The cost of said fire insurance policy will be borne
20 by BUYER. BUYER, at his option and expense, may obtain any additional
21 insurance on leasehold improvements or contents that he deems necessary.

22 3. SELLER has deposited with escrow agent an executed Grant,
23 Bargain and Sale Deed to be delivered to BUYER and/or recorded upon
24 payment in full or payment of the SELLERS equity subject to the Deed of
25 Trust enumerated herein.

26 BUYER has deposited with escrow agent an executed Quitclaim Deed to
27 be delivered and/or recorded pursuant to the default provisions set forth
28 in paragraph five (5) herein.

29 Unless otherwise provided in said escrow instructions, it is agreed
30 that title to personal property described in any bill of sale delivered
31 to said escrow holder shall not pass from SELLER to BUYER until the
32 purchase price has been fully paid.

1 4. BUYER agrees that the property and buildings and improvements
2 thereof are, at the date of this contract, in good condition, order and
3 repair.

4 The SELLER agrees to keep this property in its current condition,
5 save and except reasonable wear and tear, until such time as this
6 contract is recorded or at such time as possession has been relinquished
7 to BUYER, whichever occurs sooner.

8 Upon this contract being recorded, or the BUYER entering into
9 possession, whichever occurs first, BUYER shall, at his own cost and
10 expense, maintain the property and the buildings and improvements thereon
11 in a good order and repair as they are on date of this contract,
12 reasonable wear and tear excepted.

13 5. BUYER agrees that all money paid to SELLER by virtue of this
14 agreement shall immediately become the property of SELLER. In the event
15 of default in the performance of any term, covenant, or condition
16 contained in this agreement or contained in said escrow and installment
17 collection instructions to be performed by BUYER, and which default
18 remains uncured by BUYER for one hundred twenty (120) days after notice
19 by SELLER, SELLER may, either alternatively, concurrently, or
20 consecutively in any order, exercise the remedies that he has in law or
21 in equity, including, but not limited to, exercise of one or more of the
22 remedies hereinafter set forth and the pursuit of any remedy shall not be
23 construed as an election of remedies nor as a waiver of any other remedy:

24 (a) In the event that one hundred twenty (120) days has
25 elapsed from the date of the Notice of Default set forth herein, BUYERS
26 hereby authorize the escrow agent to either deliver or record the
27 Quitclaim Deed being held by escrow agent without further instructions by
28 BUYER.

29 (b) Notwithstanding any provision to the contrary herein,
30 prior to one hundred twenty (120) days from the date of the Notice of
31 Default the BUYERS may either pay the SELLERS equity in full and assume
32 the existing Deed of Trust or pay the entire balance of this agreement in

1 full.

2 6. The parties further agree:

3 (a) That in the event either party shall be required to bring a
4 suit for default in the performance of any term, covenant or condition to
5 be performed by either party under this agreement, the prevailing party
6 shall be entitled to all costs incurred in enforcing a remedy for such
7 default, which shall include actual attorneys' fees for the service of
8 any attorney used in the enforcement of a remedy.

9 (b) The waiver by SELLER of any breach of any term, covenant
10 or condition contained herein, or in the escrow and installment
11 collection instructions shall not be deemed a continuing waiver of any
12 subsequent breach, whether of the same or of another term, covenant or
13 conditions of this agreement or the escrow and installment collection
14 instructions.

15 7. BUYER and SELLER are aware and acknowledge that the existing
16 Deed of Trust now of record may contain an acceleration or due on sale
17 clause, and, in the event that the lender thereunder attempts to call
18 said loan due or accelerate the interest, that BUYER will be responsible
19 to either re-negotiate the terms of the Deed of Trust or pay it in full.
20 In the event that the lender attempts to call such loan or accelerate the
21 interest rate BUYER and SELLER agree to indemnify Gold Dust Properties,
22 Timberline Properties and Northern Nevada Title Company, and hold them
23 harmless from loss they may sustain by reason of said Deed of Trust being
24 called due or the interest accelerated.

25 BUYER may prepay without penalty all or any portion of balance due
26 SELLER or on any other encumbrance on the property as the terms of such
27 encumbrance so provide.

28 8. BUYER does hereby indemnify and hold SELLER free and harmless
29 from any and all demands, claims by third parties for personal injury or
30 property damage, loss, or liability resulting from the injury to or death
31 of any person or persons because of the negligence of the BUYER or the
32 condition of the property at the time or times after the date of

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possession of the property is delivered to the BUYER.

9. BUYER shall be entitled to enter into possession of the property upon execution and recording of this contract and to continue in possession thereof so long as they are not in default in the performance of this contract.

10. This contract binds the parties hereto and shall be binding on and shall inure to the benefit of their heirs, executors, administrators, successors, and assigns of the parties hereto, but nothing in this paragraph shall be construed as a consent by the SELLERS to any assignment of this contract or of any interest therein by the BUYERS.

11. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include the other genders.

12. Time is expressly declared to be of the essence of this agreement.

13. The invalidity of any clause to this contract shall not operate to void the entire contract.

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

SELLER EMPIRE PROPERTIES, INC.

BY: *Steven E. Greig*
STEVEN E. GREIG

BUYER George D. Boozer

George D. Boozer
Patricia L. Boozer
Patricia L. Boozer

1 STATE OF CALIFORNIA)

2) ss.

3 COUNTY OF CONTRA COSTA)

4 On this 30 day of APRIL, 1982, personally appeared
5 before me a Notary Public in and for Solano County,

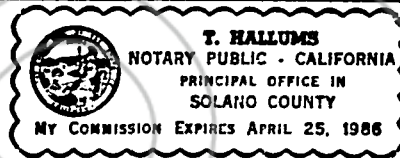
6 GEORGE D. BOOZER AND PATRICIA L. BOOZER

7 known to me to be the persons described in and who executed the foregoing
8 instrument, who acknowledged to me that they executed the same freely and
9 voluntarily and for the uses and purposes therein mentioned.

10 WITNESS my hand and official seal.

11 T. Hallums
12 Notary Public

T. HALLUMS



13 STATE OF NEVADA

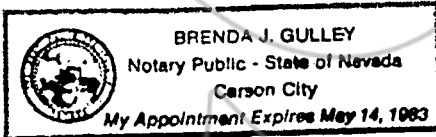
14 County of Carson City } ss.

On this 5th day of May, 1982,

15 personally appeared before me, BRENDA J. GULLEY, a Notary Public
in and for said County and State, STEVEN E. GRIGGS and

known to me to be the President and Secretary of the Corporation that executed the fore-
going instrument, and upon oath, did each depose that he is the officer of said Corporation as above designated;
that he is acquainted with the seal of said Corporation and that the seal affixed to said instrument is the Cor-
porate seal of said corporation; that the signatures to said instrument were made by officers of said Corporation
as indicated after said signatures; and that the said Corporation executed the said instrument freely and volun-
tarily and for the uses and purposes therein mentioned.

(Notarial Seal)



Brenda J. Gulley
Notary Public in and for said County and State
BRENDA J. GULLEY

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REQUESTED BY
Northern Nevada Title Company
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
\$ 9.00 not.
1982 MAY -6 PM 1:27

SUZANNE BEAUDREAU
RECORDER

Carol J. Hart 67551
Rep. LIBER 582 PAGE 277