

LONG FORM SECURITY (INSTALLMENT) LAND CONTRACT  
WITH POWER OF SALE AND ASSIGNMENT OF RENTS

THIS AGREEMENT, made and entered into this 27th day of July 1982, by and between ARNE I. BARMAN and KIRSTEN S. BARMAN, husband and wife; and GREGORY BARMAN, a single man hereinafter sometimes referred to as "VENDOR", and THOMAS H. BROOKS and MARCELLE BROOKS, husband and wife, as Joint Tenants whose address is 24022 Leeward Drive, Laguna Niguel, California 92677 (hereinafter sometimes referred to as "VENDEE"); and DOUGLAS COUNTY TITLE CO., INC., (hereinafter sometimes referred to as "TRUSTEE").

WITNESSETH:

WHEREAS, VENDOR is now the owner of certain real property (hereinafter referred to as "the property") located in the County of Douglas, State of Nevada.

Lot 1-7, as shown on the map of CASTLE ROCK PARK, UNIT NO. 1, filed in the Office of the County Recorder of Douglas County, Nevada, on April 25, 1966, as Document No. 31836.

Assessment Parcel No. 05-260-07-0

WHEREAS, VENDOR has agreed to sell, and VENDEE has agreed to buy the property on the terms and conditions hereinafter set forth;

WHEN RECORDED MAIL TO:

DOUGLAS COUNTY TITLE CO., INC.

P. O. BOX 1400

ZEPHYR COVE, NEVADA 89448

MAIL TAX STATEMENTS TO:

Mr. and Mrs. Arne I. Barman

P. O. Box 10276

Zephyr Cove, Nevada 89448

Documentary Transfer Tax: 104.50

WHEREAS, VENDOR shall retain legal title as a security interest in the property until the payment of the balance of the purchase price has been paid by VENDEE to VENDOR as set forth below:

NOW, THEREFORE, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

PURCHASE PRICE

1. VENDOR agrees to sell, and VENDEE agrees to buy the property for the sum of Ninety-Five Thousand Dollars (\$95,000.00) lawful money of the United States, as hereinafter more fully set forth.

CONVEYANCE TO TRUSTEE

2. Upon execution of this security land contract, VENDOR and VENDEE irrevocably grant, transfer and assign their rights, title and interests to the property to TRUSTEE, DOUGLAS COUNTY TITLE CO., INC., in trust for purposes of securing VENDOR'S and VENDEE'S obligations herein. The parties do not intend hereby to alter in any manner their rights and interests to the property as VENDOR or VENDEE, but rather intend to vest TRUSTEE with title so as to create in TRUSTEE powers as set forth herein sufficient to carry out its duties, and VENDOR and VENDEE shall retain the rights and obligations imposed upon them by the laws of the State of Nevada and this Contract.

PAYMENT OF PURCHASE PRICE

3. VENDEE shall pay said purchase price of Ninety-Five Thousand Dollars (\$95,000.00) as follows:

- a. VENDEE shall pay to VENDOR the sum of Thirty-Two Thousand One Hundred Fifty-Seven and 27/100ths (\$32,157.27) as and for a down payment.
- b. The balance of \$62,842.73 shall carry twelve-point-eight per cent (12.8%) interest per annum and shall be paid at the rate of Six Hundred Eighty-Seven Dollars (\$687.00) per month, beginning on the 1st day of August 1982, and continuing on the same day of each month thereafter until August 1, 1987, at which time any balance remaining unpaid plus accrued interest shall be due and payable. All monies on this contract shall be applied to interest and the balance, if any, shall be applied to principal.
- c. Seller agrees to continue making payments on and to completely discharge the obligation owed EL DORADO SAVINGS & LOAN ASSOCIATION, a California Corporation, evidenced by a promissory note dated September 8, 1980 in the face amount of Sixty-Three Thousand, Two Hundred Dollars (\$63,200.00), and when paid to remove the Deed of Trust encumbering this Real Estate recorded September 15, 1980, in Book 980, at page 1051, Official Records, of Douglas County, Nevada.
- d. VENDEE may require that all payments required by paragraph 3 (b) be made to a collection agent selected by VENDEE and that the collection agent disburse the payments to the beneficiaries of the first deed of trust and the VENDOR.
- e. In the event the beneficiary of the first deed of trust elects to accelerate the note secured thereby by reason of this transaction and pursuant to any clause in the note and/or deed of trust giving said beneficiary the right to accelerate the note upon a sale, the rights and liabilities of the parties shall be as set forth in paragraph 14.

- f. Should VENDOR breach this Agreement, VENDEE may, without waiving any other rights or remedies, pay and perform such obligations and upon doing so shall be entitled to a like amount as a credit against present and future payments due or to become due to VENDOR.
- g. VENDEE agrees to pay: (1) at least ten days before delinquency, all taxes and assessments affecting the property, (2) all encumbrances, charges and liens, with interest, on the property or any part thereof when due, which appear to be prior or superior hereto; (3) all allowable expenses of this Agreement. Should VENDEE fail to make any payment or to do any act as herein provided, then VENDOR or TRUSTEE, but without any obligation to do so, without notice to or demand upon VENDEE and without releasing VENDEE from any obligation hereof, may (1) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, VENDOR being authorized to enter upon said property for such purposes; (2) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of VENDOR or TRUSTEE; (3) pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either, appears to be prior or superior hereto; and, in exercising any such powers, pay allowable expenses.
- h. Upon execution or recordation of this Contract, and after a search of the public records and upon fulfillment of any conditions required of VENDOR and VENDEE, VENDOR and VENDEE shall obtain policies of title insurance insuring said parties' herein through DOUGLAS COUNTY TITLE CO., INC., with costs to be borne (1/2) by VENDOR and (1/2) by VENDEE.

#### POWERS OF TRUSTEE

4. VENDOR and VENDEE confer upon TRUSTEE the following powers:
- a. Power to convey to VENDEE legal title upon full satisfaction of VENDEE'S obligation to VENDOR, upon instructions from VENDOR or his successor in interest.
- b. Power to foreclose under power of sale as set forth in Paragraph 6 below, and issue a deed upon foreclosure and sale. Said deed shall convey the property to the buyer without covenant or warranty, expressed or implied and any recitals contained therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including VENDOR, VENDEE or TRUSTEE may purchase at such sale.
- c. In the event of default the power to prepare and deliver VENDOR'S statements as required under Paragraph 7 of this Agreement.

#### POSSESSION

5. VENDEE shall be entitled to possession of the property upon execution and recordation of this Contract. VENDOR'S interest in the property is security for payment of the balance owed VENDOR, and for performance of all terms and conditions to be performed by VENDEE. VENDEE reserves the right, prior to any default by VENDEE in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, VENDOR may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court of competent jurisdiction, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof. VENDOR may also in his own name, sue for or otherwise collect such rents,

issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as VENDOR may determine. The entering upon and taking possession of the property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

IN THE EVENT OF DEFAULT

6. Should VENDEE fail to perform under the terms of this Agreement and thus be in default of any of its provisions including but not limited to payment of any insurance, taxes and indebtedness to VENDOR, VENDOR may declare all sums due to and/or advanced by VENDOR immediately due and payable to VENDOR by delivering to TRUSTEE written declaration of default and demand for sale, and a written notice of default and election to cause to be sold the property. VENDOR shall deposit with TRUSTEE this Contract, and all documents evidencing expenditures secured thereby. TRUSTEE shall cause said written notice of default to be filed for record. TRUSTEE shall then proceed to foreclose on the property pursuant to Nevada Revised Statutes 107.080. TRUSTEE and/or VENDOR shall follow all duties required of them by the law of the State of Nevada for the foreclosure of a deed of trust or mortgage.

VENDOR'S STATEMENT

7. The VENDOR or his authorized agent shall, on the written demand of the VENDEE or his authorized agent, made at any time before, or within ninety days after, the recording of a notice of default under this Contract, if the power of sale herein is to be exercised, or otherwise made more than (30) days prior to entry of the decree of foreclosure, prepare and deliver to the person demanding it, a written statement showing:

- a. The amount of the unpaid balance of the obligation secured by this Contract and the interest rate together with the total amounts, if any, of all overdue installments of either principal or interest, or both.
- b. The amounts of periodic payments, if any.
- c. The date on which the obligation is due in whole or in part.
- d. The nature, and if known, the amount of any additional charges, costs or expenses paid or incurred by the VENDOR which have become a lien on the property as part of the obligation secured hereby.

SUBSTITUTION OF TRUSTEE

8. VENDOR, or any successor in ownership of any indebtedness secured hereby, may from time to time, by written instrument, substitute a successor or successors to any TRUSTEE named herein or acting hereunder, which instrument, executed by the VENDOR and duly acknowledged and recorded in the office of the recorder of the county or counties where the property is situated, shall be conclusive proof of proper substitution of such successor TRUSTEE or TRUSTEES, who shall, without conveyance from the predecessor TRUSTEE, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original VENDEE, TRUSTEE, and VENDOR, hereunder, the name and address of the new TRUSTEE, and if the Contract has been recorded, the book and page in which it can be found and/or instrument number under which it has been recorded.

## DEFENSE OF ACTIONS

9. Except as provided in paragraph 14, VENDEE, shall appear in and defend VENDOR or TRUSTEE in any action or proceeding brought against VENDOR or TRUSTEE by a third person arising by reason of the relationship between the parties herein created by this Contract or purporting to affect the security hereof or the rights of powers of VENDOR or TRUSTEE.

### DELIVERY OF DEED UPON VENDEE'S PERFORMANCE

10. TRUSTEE on VENDOR'S written instruction and conveyance shall deliver to VENDEE a deed to the property as hereinabove provided for, conveying to VENDEE, VENDOR'S and TRUSTEE'S interest in the property which VENDOR and TRUSTEE hold pursuant to this Agreement at such time as VENDEE has paid to VENDOR, as hereinabove provided, the entire balance due directly to VENDOR as set forth in Paragraph 3 (b) above.

### TAXES

11. VENDEE hereby assumes and agrees to pay before delinquency any and all taxes and assessments hereafter falling due on the property. If VENDEE shall fail to pay any of said taxes or assessments on or before the due date thereof, VENDOR may, at his option, declare a default under this Agreement or may pay said taxes and assessments and add any amounts so paid to the balance due VENDOR under the terms of this Agreement. Any sums so paid by VENDOR and added to the balance due under this Agreement, shall bear interest at the rate provided for in paragraph 3 (d), until the same has been paid in full.

### INSURANCE

12. VENDEE further agrees that from and after the time VENDEE assumes possession of the property, and until such time as all balances due to VENDOR have been paid, VENDEE:

(1) shall provide, maintain and deliver to VENDOR fire insurance satisfactory to and with loss payable to VENDOR. The amount collected under any fire or other insurance policy may be applied upon the indebtedness referred to in paragraph 3 (b) if required by El Dorado Savings and Loan Association. Any amount not so applied shall be released to VENDEE for replacement or repair of the property. VENDOR may impose reasonable conditions on the release of such funds to assure they are spent only upon repairs or rebuilding. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice;

(2) shall provide public liability insurance on the property in reasonable amounts for the protection of all parties hereto. VENDEE agrees to pay all of the premiums therefor and to deliver, upon request of VENDOR, copies of all policies and renewals thereof to VENDOR. In the event VENDEE fails to provide such insurance or upon cancellation of such insurance, VENDOR may obtain the insurance required by this paragraph and add to the balance due under this Agreement the amount of any premium thereof. Such added sum shall bear interest at the rate provided in Paragraph 3 (b) above.

### MAINTENANCE

13. VENDEE further agrees, until the purchase price hereof has been paid, to maintain all buildings and improvements now or hereafter placed on the property in a good and habitable state of repair to maintain the value thereof and to pay when due all claims for labor performed and materials furnished therefor.

### ACCELERATION OF FIRST DEED OF TRUST

14. In the event the beneficiary of the first trust deed elects to accelerate the note secured thereby at any time prior to the completion of this Contract, VENDEE shall, at VENDEE'S option, either

negotiate and assumption of said note or arrange for new financing. In that event, VENDOR and TRUSTEE shall, if requested by VENDEE, deliver a deed to the property upon delivery of a note and recordation of a deed of trust securing the balance due VENDOR under paragraph 3 (b). VENDOR shall subordinate said deed of trust to any new first deed of trust.

#### TIME

15. Time is of the essence of this Agreement.

#### ATTORNEY'S FEES

16. If any party to this Agreement or any assignee of any party hereunder shall bring an action in any court of competent jurisdiction to enforce any covenant of this Agreement, including any action to collect any payment required hereunder, or to quiet his title against the other party to this Agreement, it is hereby mutually agreed that the prevailing party shall be entitled to reasonable attorney's fees and all costs and expenses in connection with said action, which sums shall be included in any judgment or decree entered in such action in favor of the prevailing party.

#### BINDING EFFECT

17. This Agreement binds the parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

#### NOTICES AND REQUEST FOR NOTICE

18. Notices required or permitted under this Agreement shall be binding if delivered personally to the party sought to be served or if mailed by registered or certified mail, postage prepaid in the United States mail to the following:

VENDOR      Arnie I. Barman, Kirsten S. Barman, Gregory Barman  
P.O. Box 10276  
Zephyr Cove, NV 89448

VENDEE      Thomas H. Brooks and Marcelle Brooks  
24022 Leeward Drive  
Laguna Niguel, CA 92677

TRUSTEE:    DOUGLAS COUNTY TITLE CO., INC.  
              P. O. Box 1400  
              Zephyr Cove, Nevada    89448

VENDOR and VENDEE hereby request that notice of default and notice of sale hereunder be mailed to them at the above addresses.

#### CONSTRUCTION

19. All words used in this Agreement, including the words "VENDOR" and "VENDEE" shall be construed to include the plural as well as the singular number; words used herein in the present tense shall include the future as well as the present; words used in the masculine gender shall include the feminine and neuter gender.

Any clause in this Agreement that requires one or both of the parties' instruction to TRUSTEE, may be satisfied by such parties' heirs, devisees, administrators, executors, successors, or assigns' instruction to TRUSTEE.

Each heading used in this Agreement is included for the convenience of the parties hereto and should not in any way be interpreted as a summary of any provision contained in the body of this Agreement.

VENDOR

VENDEE

Arnie I. Barman  
ARNIE I. BARMAN  
Kirsten S. Barman  
KIRSTEN S. BARMAN

Thomas H. Brooks  
THOMAS H. BROOKS  
Marcelle Brooks  
MARCELLE BROOKS

Gregory Barman by Arnie I. Barman  
GREGORY BARMAN as his attorney-in fact.

Address: P.O. Box 10276

Address: 24022 Leeward Dr.

Zephyr Cove, NV 89448

Laguna Niguel, CA 92677

Phone No.: 702-588-7354

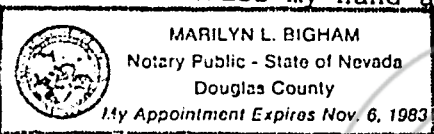
Phone No.: 714 493-1623

ACKNOWLEDGMENT

State of Nevada )  
County of Douglas ) ss.

On July 26, 1982, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Arne I. Barman, Kirsten S. Barman known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.



Marilyn L. Bigham  
Marilyn L. Bigham

State of Nevada )  
County of Douglas ) ss.

STATE OF NEVADA )  
COUNTY OF DOUGLAS ) ss.

On July 26, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared Arne I. Barman

known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact of Gregory Barman

and acknowledged that \_\_\_\_\_ he subscribed the name of Gregory Barman

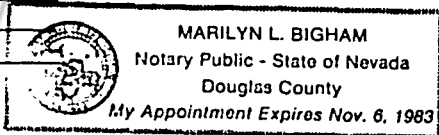
thereto as principal \_\_\_\_\_, and his

own name as Attorney in Fact.

WITNESS my hand and official seal.

Signature Marilyn L. Bigham  
Marilyn L. Bigham

Name (Typed or Printed)



(This area for official notarial seal)

undersigned, a  
ally appeared  
to the  
same.

#6025

STATE OF CALIFORNIA

County of Orange

ss.

ON July 22, 19 82, before me, the undersigned, a Notary Public in and for said County and State, personally appeared THOMAS H. BROOKS AND MARCELLE BROOKS

\_\_\_\_\_, known to me, to be the persons, whose names \_\_\_\_\_ are \_\_\_\_\_ subscribed to the within Instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Carolee Linden

CAROLEE LINDEN

NAME (TYPED OR PRINTED)  
Notary Public in and for said County and State.

ACKNOWLEDGMENT-GENERAL-WOLCOTT'S FORM 231-REV. 6-60

78786

REQUESTED BY  
DOUGLAS COUNTY TITLE

IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

for 11.00 fee  
1982 JUL 27 AM 11:53

SUZANNE BEAUGREAU  
RECORDER

Suzanne Beauveau  
Recr.

69706

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