

When recorded mail to:
Douglas County Title Co.
P.O. Box 14100
Zephyr Cove, Nevada 89448

mail has statements to above

AGREEMENT FOR THE SALE
AND
PURCHASE OF REAL ESTATE

THIS AGREEMENT, made and entered into this 7 day of AUGUST, 1982, between WILLIAM R. ANDERSON and EVELYN M. ANDERSON, husband and wife; hereinafter referred to as "Seller", and MARK M. MARCUS and SHIRLEY ANN MARCUS, husband and wife, as Joint Tenants, hereinafter referred to as "Buyer".

W I T N E S S E T H:

Seller agrees to sell and Buyer agrees to buy for a total consideration of One Hundred Ninety Thousand and no/100ths Dollars (\$190,000.00), in coin or currency which at the time or times of payment shall be legal tender for the purpose of public and private debts in the United States of America, the following described real property situate in Douglas County, Nevada, and described as follows:

Lot 58B, as shown on the map of LAKE VILLAGE UNIT NO. 2-D, filed in the Office of the County Recorder on June 5, 1972, as Document No. 59803, Official Records of Douglas County, State of Nevada.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents issue and profits thereof.

Together with all fixtures and personal property owned by Seller and physically located upon this real estate as of the date of this Agreement.

IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the Buyer and Seller as follows:

1. The purchase price of One Hundred Ninety Thousand Dollars (\$190,000.00), shall be paid by Buyer to Seller as follows:
 - a. The sum of Fifty Thousand Eighty and 82/100th Dollars (\$50,080.82) upon the execution of this Agreement, receipt of such sum is hereby acknowledged by Seller.
 - b. The balance of One Hundred Thirty-Nine Thousand Nine Hundred Nineteen and 18/100ths Dollars (\$139,919.18) and shall be paid as follows:
 1. The balance of \$78,619.18 shall carry 13.50% interest per annum and shall be paid at the rate of Nine Hundred Three Dollars (\$903.00) per month beginning on the 1st day of September 1982, and continuing until the 1st day of August 1987.
 2. The balance of \$61,300.00 shall carry 12% interest per annum and shall be paid interest only per month beginning on the 1st day of September 1982, and continuing until the 1st day of August 1987.
 3. Five years from the date hereof all the unpaid principal and interest shall be due and payable. During the period of this contract the buyer has the option of paying the balance due El Dorado Savings and Loan Association in full. In the event that Buyer exercises this option, the Seller agrees to accept a Second Note and Deed of Trust, for the balance due them, subordinate to a loan for a recognizable lending

institution in an amount of no more than \$90,000.00 and interest at a rate not to exceed 13% interest and shall be due and payable not more than 25 years after its date. This subordination agreement shall be effective until August 1, 1987 at which time the principal and interest due seller shall be paid in full.

c. There shall be no prepayment penalty.

2. Seller and buyer understand that there is owing an obligation due El Dorado Savings and Loan Association in the face amount of \$80,000.00, recorded August 13, 1979, in Book 879, of Official Records, at page 844, Douglas County, Nevada.

In the event of any legal action, as a result of lender acceleration, Buyer agrees to assume all costs of litigation and to hold the Seller harmless therefrom.

In the event lender accelerates this promissory note, then Buyer has the duty within 60 days to pay the principal due on such promissory note and will receive an equal credit against any principal due from Buyer to Seller on this contract.

In the event El Doraod Savings and Loan Association, requires a loan assumption fee or modifies the terms of its promissory note by increasing the interest rate, it will be the duty of Buyer to pay such assumption fee and increase in interest.

3. If Seller fails to discharge monthly obligations or encumbrances on the subject property or taxes for which monies have been collected, Buyer has the right to make any and all payments that will correct any arrearage. Buyer shall receive credit for such payments. Such credit shall reduce the immediate succeeding monthly obligations until such credit is exhausted.

4. Real estate taxes, Homeowners Association fees, premiums on insurance acceptable to Buyer, shall be prorated as of the close of escrow and Buyer assumes these obligations after the close of escrow.

5. The Buyer covenants and agrees that during the term hereof, he will at all times keep said property free and clear of any and all liens and encumbrances of every kind and character, and should any lien or encumbrance be placed upon said real or personal property during the term hereof, he will forthwith cause the same to be fully paid, satisfied and discharged.

6. The Buyer agrees not to transfer, assign, or encumber this contract or any interest in same or interest in or right to the possession of said land or any part thereof without the written consent of Seller.

7. The due performance of all conditions, covenants and agreements on the part of the Buyer conditions precedent to the performance of the conditions on the part of the Seller. In the event of the failure of the Buyer to comply with the covenants and agreements, or any thereof, on his part herein entered into, the Seller shall be released from all obligations either in law or in equity, to transfer said property, or any part hereof, to the Buyer, and the Buyer shall then relinquish any and all rights which he may have under this agreement, or under any provisions hereof, and be declared tenant at will.

CONTINUED....

8. In the event Buyer fails to make timely payment of any of the installments of principal or interest or impounds provided herein, or fails to comply with the conditions, covenants and agreements set forth herein, or if the Buyer becomes insolvent or makes a general assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against the Buyer, the Buyer shall be in default under the terms of this contract, and if such default is not cured within thirty-five (35) days after the service upon Buyer of a written notice by registered mail to make the payment or remedy the default, then 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 contract of sale and under the terms, covenants and conditions contained in such escrow instructions and all monies theretofore paid by Buyer shall be considered as rental for the use and occupancy of such real property to the time of such default and as settled and liquidated damages, and not as penalty for the breach of this contract of sale. 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 shall pay all costs of collection, including a reasonable attorney's fee, in addition to, and at the time of, the payment of such sum of money and/or the performance of such acts as may be required to cure such default. In the event of the termination of Buyer's right to purchase by reason of such default, Buyer will become a tenant at will of Seller, and Buyer will peaceably vacate the above described real property and Seller may re-enter such real property and take possession thereof and remove all persons therefrom, using any and all lawful means so to do, including the right of unlawful detainer pursuant to NRS Chapter 40, 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 therefore.

9. Buyer covenants to keep all buildings that may now or at any time be on said property during the continuance of this contract, in good repair and insured in the amount of One Hundred Forty Thousand (\$140,000.00), against loss by fire, with extended coverage endorsements, for full insurable value in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Seller naming Seller, Buyer and El Dorado Savings and Loan Association, as insureds, as their interest may appear, and to deliver the policy to Seller or to collection agent. If Buyer is in default thereof, Seller may procure such insurance and/or make such repairs and expend for either of such purposes, such sum or sums as Seller may deem proper, any such advance for repairs or insurance to be deemed secured hereby. If Buyer assumes insurance presently held by Seller, the policy payments shall be prorated as of the close of escrow. Buyer shall make all future premium payments.

10. The Seller agrees that when the said purchase price and all other amounts to be paid by Buyer are fully paid as herein provided, Seller will make, execute and deliver a good sufficient grant to Buyer, as their interests appear above, free and clear of all liens and encumbrances except (a) liens or encumbrances done or suffered to be placed upon said premises by Buyer, (b) taxes and assessments of every kind levied or assessed against said premises and payable by Buyer, (c) any and all rights of way and easements now of record and/or existing; and (d) any and all restrictions thereof of record, and/or herein provided and Seller will also execute a Bill of Sale to all personal property located on such real estate.

11. Time is of the essence of this contract. No waiver of the breach of any of the covenants or conditions of this contract by Seller shall be construed to be a waiver of any succeeding breach of the same or other covenants or conditions of this contract. No delay or omission of Seller in exercising any right, power of remedy herein provided in the event of default shall be construed as a waiver thereof or acquiescence therein, nor shall the acceptance of any payments made in a manner or at a time other than as herein provided be construed as a waiver of, or variation in, any of the terms of this contract.

12. The closing shall be effected by the delivery of the necessary documents and money to the Douglas County Title Co., Inc., a Nevada Corporation, with instructions to said title company to cause the necessary Nevada Transfer Stamps to be paid and affixed to this Agreement and to record this Agreement. Possession of the above-described property shall be delivered at close of escrow. Seller and Buyer shall each pay one-half of all escrow fees and title insurance which shall be furnished by Seller to Buyer at close of escrow.

13. There is no understanding or agreement between the parties except as expressly set forth herein, and the contract may not be amended except in writing. This contract shall be binding upon and inure to the benefit of Seller, their successors, and assigns and Buyer, their heirs, personal representative and assigns. Wherever required by contest, the singular shall be deemed to include the plural, the plural the singular, and the use of any gender shall include all other genders.

14. Buyer shall not make any major alterations or additions to subject property during the term of this agreement without the prior written consent of Seller.

15. Buyer shall at their own cost and expense to properly care for and keep the subject property in first class condition, order and repair, including the exterior, roof, decks, stairway, doors. Said condition shall be comparable with the condition of the subject property as of the date of this contract of sale.

16. Seller shall have the right to fully assign this contract of sale.

17. During the term hereof, Buyer shall comply with any and all state, county or other governmental statutes, ordinances, rules, regulations, homeowner's association by-laws and the Conditions, Covenants and Restrictions of record that pertain to this real estate.

18. In the event Seller or Buyer bring suit to enforce this agreement for damages resulting from any breach hereof, the prevailing party shall be entitled, in addition to other relief as may be granted to attorney's fees and costs for bringing such action.

Buyer acknowledges a receipt of a copy of this contract of sale.

Dated this 12th day of August 1982, ~~1981~~.

William R. Anderson
WILLIAM R. ANDERSON Seller

Mark M. Marcus
MARK M. MARCUS Buyer

Evelyn M. Anderson
EVELYN M. ANDERSON Seller

Shirley Ann Marcus
SHIRLEY ANN MARCUS Buyer

STATE OF California)
: ss
COUNTY OF Los Angeles)

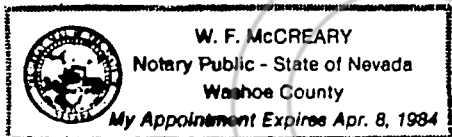
On August 7, 198², personally appeared before me, a Notary Public William R. Anderson and Evelyn M. Anderson, who acknowledged that he executed the above instrument.



Miriam J. Hill
Notary Public
Miriam J. Hill

STATE OF NEVADA)
: ss
COUNTY OF DOUGLAS)

On August 12, 1982 198², personally appeared before me, a Notary Public, Mark M. Marcus and Shirley Ann Marcus, who acknowledged that they executed the above instrument.



W. F. McCreary
Notary Public

REQUESTED BY
DOUGLAS COUNTY TITLE
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
\$8.00
1982 AUG 13 AM 11:43

SUZANNE BEAUDREAU
RECORDER
Betty Gordon
Dep

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