

When recorded mail to:  
Douglas County Title Co., Inc.  
P.O. Box 1400  
Zephyr Cove, Nevada 89448

Bond No. 99615



**FIREMAN'S  
FUND  
AMERICAN**

INSURANCE COMPANIES

FIREMAN'S FUND INSURANCE COMPANY  
THE AMERICAN INSURANCE COMPANY  
NATIONAL SURETY CORPORATION  
ASSOCIATED INDEMNITY CORPORATION  
AMERICAN AUTOMOBILE INSURANCE COMPANY  
HOME OFFICE SAN FRANCISCO, CALIFORNIA

### CONTRACT BOND — DUAL OBLIGEE

KNOW ALL MEN BY THESE PRESENTS THAT KEVIN P. LEARY

of P.O. BOX 6124, SOUTH LAKE TAHOE, CALIFORNIA 95729, as Principal,  
and FIREMAN'S FUND INSURANCE COMPANY, a CALIFORNIA Corporation, as Surety, are held and firmly bound  
unto THOMAS A. LEARY, KATHRYN A. LEARY AND WALTER S. HALLANAN III, hereinafter called Owners,  
and FIRST INTERSTATE BANK, hereinafter called Lender,  
as their interests may appear, in the aggregate penal sum of ONE HUNDRED FIFTY THOUSAND AND NO/100-----  
(\$150,000.00)----- DOLLARS

for the payment of which well and truly to be made, said Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**SEAL**

SIGNED, SEALED and DATED this 19th day of JANUARY, 1983.

### THE CONDITION OF THIS OBLIGATION IS SUCH THAT

WHEREAS, Owner and Principal have entered into a contract dated JANUARY 28, 1982, copy of which is or may be attached hereto, by which Principal has undertaken to erect and complete a building on premises located at LOT 69, PHASE II, BLOCK D, GLENBROOK UNIT #2, GLENBROOK, NEVADA in accordance with the plans and specifications therein mentioned; and Lender has agreed to lend to Owner a sum of money to be secured by a mortgage on said property and to be used in making the payments under said contract; and said Owner and Lender have required Principal to furnish a bond for the performance of Principal's obligations under said contract.

NOW, THEREFORE, if Principal shall perform Principal's obligations under said contract and shall indemnify Owner and Lender against all valid mechanics' and materialmen's liens for labor or material furnished in connection therewith, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. The Surety shall not be liable under this bond to the Owner and Lender, or either of them, unless the Owner and Lender, or either of them, shall make payments to the Principal, strictly in accordance with the terms of said contract as to payments and shall perform all the other obligations to be performed under said contract at the time and in the manner therein set forth
2. In the event of default by Principal under said contract Surety may, at any time within thirty (30) days after it receives notice of default, elect to complete said contract; and if Surety elects to complete, it shall be entitled to receive all payments, including compensation for any extra services performed, that would have been made to Principal if Principal had performed the work. Principal may contest any claim of default by submitting to all parties hereto, within five (5) days after written notice of such claim, notice in writing of election to submit such question of default to arbitration, in which event the period within which Surety may elect to complete shall be extended until fifteen (15) days after final determination of the arbitration proceedings.

3. If Surety does not elect, within the period provided in the preceding paragraph, to complete said contract, and if Owner shall then cause the plans and specifications to be revised so as to show the work remaining to be done, and shall call for bids for the completion of the contract after notice to a list of prospective contractors to be furnished by Surety, and shall award the contract for completion to the lowest bidder, subject to qualification by furnishing of proper bond. Principal or Surety shall, within a reasonable time after the award, pay to Owner and Lender jointly any excess of the contract price for completion over the unexpended balance of the original contract price. Such payment shall relieve Surety of further liability for completion other than the obligation to indemnify Owner and Lender against the cost of discharging any liens against Owner's property for labor and materials furnished to Principal in connection with said contract

4. The aggregate liability of Surety hereunder, to Owner and Lender, as their interests may appear, is limited to the penal sum of this bond Surety may, at its option, make any payments hereunder by check issued jointly to Owner and Lender.

5. The prior written approval of both Owner and Lender shall be required with respect to all changes or alterations in the plans and specifications relating to said contract, and whenever any change or alteration is proposed where the cost thereof, added to prior approved changes and alterations, causes the aggregate cost of all changes and alterations to exceed ten percent (10%) of the original contract price, the prior written approval of Surety shall also be required with respect to such proposed and all subsequent changes and alterations.

6. No right of action shall accrue on this bond to or for the use or benefit of any person or corporation other than the Owner and Lender herein named, and no suit, action or proceeding shall be had or maintained against Surety on this bond unless the same be brought or instituted within one (1) year after the date of the completion of the work by Principal or after the date of any default by Principal in the performance of the contract.

KEVIN P. LEARY CONSTRUCTION

BY: Kevin P. Leary  
KEVIN P. LEARY, OWNER

FIREMAN'S FUND INSURANCE COMPANY  
Surety

BY: B. T. Reeves  
B. T. REEVES  
Attorney-in-Fact

SEAL

STATE OF CALIFORNIA  
COUNTY OF SAN JOAQUIN

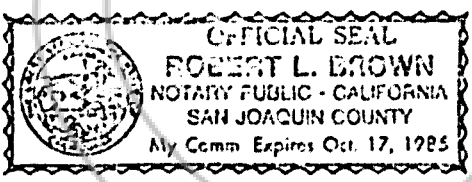
On this 19th day of JANUARY in the year one  
thousand nine hundred and 83, before me,  
ROBERT L. BROWN, a Notary Public, State of California,  
duly commissioned and sworn, personally appeared \_\_\_\_\_  
KEVIN P. LEARY

\_\_\_\_\_ known to me to be the person \_\_\_\_\_ whose name  
\_\_\_\_\_ subscribed to the within instrument and acknowledged to me  
that \_\_\_\_\_ he \_\_\_\_\_ executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed  
my official seal in the \_\_\_\_\_ County of  
SAN JOAQUIN the day and year in this certificate first  
above written.

Robert L. Brown  
Notary Public, State of California

My commission expires \_\_\_\_\_



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NOTARIAL ACKNOWLEDGMENT-ATTORNEY IN FACT

STATE OF CALIFORNIA

County of } S. S.

SAN JOAQUIN

On this 18th day of JANUARY, 1983, before me, ROBERT L. BROWN, a Notary Public in and for said SAN JOAQUIN County, State aforesaid, residing therein, duly commissioned and sworn, personally appeared B. T. REEVES known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of

FIREMAN'S FUND INSURANCE COMPANY

and acknowledged to me that he subscribed the name of FIREMAN'S FUND INSURANCE COMPANY thereto as principal, and his own as attorney in fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the said County of SAN JOAQUIN the day and year in this certificate first above written.

*Robert L. Brown*

Notary Public in and for the State of California. County of SAN JOAQUIN My commission expires



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LIBER 283 p. 1518

GENERAL  
POWER OF  
ATTORNEY

FIREMAN'S FUND INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That FIREMAN'S FUND INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of California, and having its principal office in the City and County of San Francisco, in said State, has made, constituted and appointed, and does by these presents make, constitute and appoint

-----B. T. REEVES-----

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof **NOT TO EXCEED TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00)**-----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of FIREMAN'S FUND INSURANCE COMPANY now in full force and effect.

Article VIII Appointment and Authority of Resident Assistant Secretaries and Attorneys in Fact and Agents to accept Legal Process and Make Appearances

Section 30. Appointment. The Chairman of the Board of Directors, the President, any Vice President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys in Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31. Authority. The Authority of such Resident Assistant Secretaries, Attorneys in Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment.

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of FIREMAN'S FUND INSURANCE COMPANY at a meeting duly called and held on the 15th day of July, 1966, and said Resolution has not been amended or repealed:

RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation.

IN WITNESS WHEREOF, FIREMAN'S FUND INSURANCE COMPANY has caused these presents to be signed by its Vice-President,

and its corporate seal to be hereunto affixed this 22nd day of May 1979



FIREMAN'S FUND INSURANCE COMPANY

By William W. Lauber  
Vice President

STATE OF CALIFORNIA,

CITY AND COUNTY OF SAN FRANCISCO

On this 22nd day of May 1979, before me personally came William W. Lauber to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of FIREMAN'S FUND INSURANCE COMPANY, the Corporation described in and which executed the above instrument, that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



Susie K. Gilbert  
Notary Public

CERTIFICATE

STATE OF CALIFORNIA,

CITY AND COUNTY OF SAN FRANCISCO

I, the undersigned, Assistant Secretary of FIREMAN'S FUND INSURANCE COMPANY, a CALIFORNIA Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked, and furthermore that Article VIII, Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City and County of San Francisco, Dated the 19 day of JANUARY 19 83



Winifred H. Browne  
Assistant Secretary

COPY

REQUESTED BY  
**DOUGLAS COUNTY TITLE**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO, NEVADA

*7 8.00 per*

1983 FEB 17 PX12:45

SUZANNE BLAUDREAU  
RECORDER

*Carol J. Ebert*  
*dep*

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LIBER **283** PAGE **1520**

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