

Return to: Charter Collections
1202 N. Fall St.
Carson City, NV 89701

1 CONTRACT OF SALE

2 THIS CONTRACT, made and entered into this 16th day
3 of February, 1983, by and between ROBERTA E. CAVE and
4 WOODROW W. CAVE, as man and wife, as joint tenants with right
5 of survivorship, hereinafter referred to as "Sellers", party of the
6 first part, and MONTY RAY GUTHRIE and JULIE A. GUTHRIE, husband
7 and wife, as joint tenants, with right of survivorship hereinafter
8 referred to as "Buyers", parties of the second part.

9 W I T N E S S E T H:

10 The Sellers hereby agree to sell and the Buyers
11 hereby agree to purchase for a total consideration of NINETEEN
12 THOUSAND FIVE HUNDRED DOLLARS (\$19,500.00) in coin or currency
13 which at the time or times of payment shall be legal tender for
14 the payment of America, the real property, hereinafter referred
15 to as "the property" that is situated in Douglas County, State
16 of Nevada, described as follows:

17 LOT 66, as shown on the map of RIDGEVIEW
18 ESTATES, filed in the office of the County
19 Recorder of Douglas County, Nevada, on
20 December 27, 1972, as File No. 63503.

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

23 1. That the purchase price of \$19,500.00 shall be
24 paid by Buyers to Sellers as follows:

25 (a) The sum of FIVE THOUSAND FIVE HUNDRED DOLLARS
26 (\$5,500.00) upon the execution of this Contract, the receipt of
27 which sum is hereby acknowledged by Seller.

28 (b) The balance of the purchase price shall be
29 paid at the time or times and in the manner set forth in the
30 Collection Instructions hereinafter referred to.

31 2. In furtherance of this Contract, Seller has
32 executed a Deed conveying the property to Buyer, and Buyer has
executed a Deed conveying Buyer's interest in the property to
Seller. Buyer and Seller have executed appropriate Collection
Instructions to Charter Collection Company, 1202 N. Fall Street,
Carson City, Nevada 89701 hereinafter referred to as the "collection
agent", and have delivered said documents to said collection agent.
Said Collection Instructions are hereby specifically referred to
and by such reference are incorporated into this Contract as if
fully set forth herein. Unless otherwise provided in the Collection
Instructions, it is agreed that title to personal property described
in any bill of sale delivered to said collection agent shall not

1 pass from Seller to Buyer until the purchase price has been fully
2 paid.

3 3. Buyer agrees that before any work of repair,
4 alteration or improvement shall be commenced upon the property,
5 Buyer shall notify Seller, in writing, of Buyer's intention to
6 commence such work, giving the date upon which it is proposed
7 to commence said work.

8 4. Buyer agrees that all moneys paid to Seller by
9 virtue of this Contract shall immediately become the property
10 of Seller. In the event of default in the performance of any
11 term, covenant or condition contained in this Contract or
12 contained in said Collection Instructions to be performed by
13 Buyer, and which default remains uncured by Buyer for the
14 time specified in the Collection Instructions, Seller may,
15 either alternatively, concurrently, or consecutively, in any
16 order, exercise the remedies that he has in law or in equity,
17 including, but not limited to, exercise of one or more of
18 the remedies hereinafter set forth and the pursuit of any
19 remedy shall not be construed as an election of remedies nor
20 as a waiver of any other remedy.

21 a. Declare the balance of the purchase price,
22 together with the interest accrued thereon, all due and payable.

23 b. Terminate Buyer's right to purchase, in
24 accordance with paragraph H of the Collection Instructions. By
25 virtue of such termination, Seller shall be released from any
26 and all obligations, either at law or in equity, to transfer the
27 property to Buyer, and all moneys theretofore paid by Buyer
28 to Seller shall be considered as rental for the use and occupancy
29 of the property to the time of such default and as settled and
30 liquidated damages and not as a penalty for the breach of this
31 Contract or the Collection Instructions.

32 c. Institute an action for specific performance
of this contract and the Collection Instructions.

d. Institute an action to terminate Buyer's
interest in this contract and the Collection Instructions
and to recover all damages sustained by Seller, including but
not limited to, (i) all payments required to be made by Buyer
by virtue of this Contract and the Collection Instructions; (ii)
the amount necessary to restore the property and improvements
thereon to the condition it was in at the date Buyer received
possession by reason of this Contract, reasonable wear and tear
excepted.

Buyer further agrees:

(i) That in the event of default in the performance
of any term, covenant or condition to be performed by Buyer,
Buyer shall pay all costs incurred by Seller in enforcing a
remedy for such default, which shall include a reasonable
attorney's fee for the service of any attorney used in the
enforcement of a remedy.

(ii) That 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
property and Seller may re-enter the property and take possession
thereof and remove all person therefrom, using any and all lawful

1 means so to do, including right of unlawful detainer pursuant
2 to NRS Chapter 40.

3 (iii) The waiver by Seller of any breach of any
4 term, covenant or condition contained herein, or in the Collection
5 Instructions, shall not be deemed a waiver of any subsequent
6 breach, whether of the same or of another term, covenant or
7 condition of this Contract or the Collection Instructions.

8 5. Whenever used, the singular number shall include
9 the plural, the plural the singular, and the use of any gender
10 shall include the other genders.

11 6. Time is of the essence of this Contract.

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

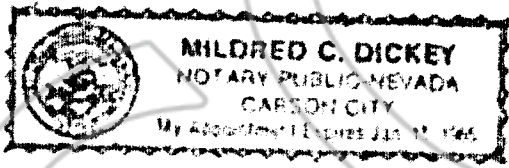
14 Monty R Guthrie
15 Julie A Guthrie
16 Buyers

17 Woodrow W. Cave
18 Roberta E. Cave
19 Sellers

20 STATE OF NEVADA)
21) ss.
22 CARSON CITY

23 On this 16th day of February, 1983,
24 personally appeared before me, a Notary Public, MONTY RAY GUTHRIE
25 and JULIE A. GUTHRIE, who acknowledged that they executed the
26 above instrument.

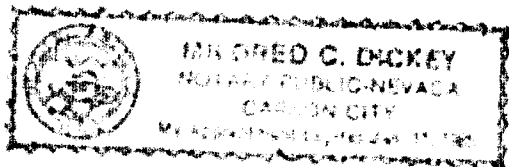
27 Mildred C. Dickey
28 Notary Public



29 STATE OF NEVADA)
30) ss.
31 CARSON CITY

32 On this 16th day of February, 1983,
personally appeared before me, a Notary Public, ROBERTA E. CAVE
and WOODROW W. CAVE, who acknowledged that they executed the
above instrument.

Mildred C. Dickey
Notary Public



COPY

REQUESTED BY
CHARTER TITLE INS.

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

\$ 7.00 copd

1983 FEB 17 PM 3: 34

SUZANNE BEAUDREAU
RECORDER

Carl J. Ebert
Dep

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