

When recorded mail to:
Charter Collections
1202 N. Fall St.
Carson City, Nv. 89701

AGREEMENT

ORDER No.: DO 8481 JS

D.T.T. \$30.80

THIS AGREEMENT, MADE AND ENTERED INTO THIS 24th DAY OF January
1984, BY AND BETWEEN

RALPH A. RUTLEDGE and ROBERTA A. RUTLEDGE, husband and wife. whose address is:
HEREIN CALLED SELLERS, P.O. Box 4265
AND Stateline, NV 89449

GEORGE J. FREDIANI, an unmarried man
HEREIN CALLED BUYERS.

WITNESSETH:

THE SELLER HEREBY AGREES TO SELL AND THE BUYER HEREBY AGREES TO PURCHASE
FOR A TOTAL CONSIDERATION OF --TWENTY EIGHT THOUSAND AND NO/100-----
IN COIN OR CURRENCY WHICH AT THE TIME OR TIMES OF PAYMENT SHALL BE LEGAL
TENDER FOR THE PAYMENT OF PUBLIC AND PRIVATE DEBTS IN THE UNITED STATES OF
AMERICA, THE FOLLOWING DESCRIBED REAL PROPERTY SITUATE IN: The State of Nevada,
County of Douglas, described as follows:

Lot 12, in Block B, of IMPALA MOBILE HOME ESTATES, UNIT TWO, according to the
map thereof filed in the office of the County Recorder of said County on
April 7, 1982 as File No. 66654 in Book 482, Page 366 of Official Records.

A.P. #13-282-12.

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO;

1. THAT THE PURCHASE PRICE OF \$28,000.00 SHALL BE PAID BY BUYER
TO SELLER AS FOLLOWS:

A. THE SUM OF FIVE THOUSAND AND NO/100-----(\$5,000.00)-----
UPON THE EXECUTION OF THIS AGREEMENT, THE RECEIPT OF WHICH SUM IS HEREBY
ACKNOWLEDGED BY SELLER.

B. THE BALANCE OF THE PURCHASE PRICE SHALL BE PAID AT THE TIME OR TIMES
AND IN THE MANNER PARTICULARLY SET FORTH IN THE ESCROW INSTRUCTIONS HEREINAFTER
REFERRED TO.

2. IN FURTHERANCE OF THIS AGREEMENT, SELLER HAS EXECUTED A DEED
CONVEYING THE ABOVE DESCRIBED REAL PROPERTY TO BUYER, AND BUYER HAS EXECUTED
A QUITCLAIM DEED CONVEYING THE ABOVE DESCRIBED REAL PROPERTY TO SELLER. BUYER
AND SELLER HAVE EXECUTED APPROPRIATE ESCROW INSTRUCTIONS TO CHARTER COLLECTIONS
1202 N. Fall St., Carson City, Nevada 89701
AND HAVE DELIVERED SAID DOCUMENTS TO SAID ESCROW HOLDER. SAID ESCROW
INSTRUCTIONS ARE HEREBY SPECIFICALLY REFERRED TO AND BY SUCH REFERENCE ARE
INCORPORATED INTO THIS AGREEMENT AS IF FULLY SET FORTH HEREIN. IT IS
AGREED THAT TITLE TO PERSONAL PROPERTY DESCRIBED IN ANY BILL OF SALE
DELIVERED TO SAID ESCROW HOLDER SHALL NOT PASS FROM SELLER TO BUYER UNTIL THE
PURCHASE PRICE HAS BEEN FULLY PAID.

3. BUYER AGREES THAT BEFORE ANY WORK OF REPAIR, ALTERATION OR IMPROVE-
MENT SHALL BE COMMENCED UPON THE ABOVE DESCRIBED PROPERTY, BUYER SHALL NOTIFY
SELLER, IN WRITING, OF BUYER'S INTENTION TO COMMENCE SUCH WORK, GIVING THE
DATE UPON WHICH IT IS PROPOSED TO COMMENCE SAID WORK.

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4. BUYER AGREES THAT ALL MONEYS PAID TO SELLER, OR IN BEHALF OF SELLER, BY VIRTUE OF THIS AGREEMENT, SHALL IMMEDIATELY BECOME THE PROPERTY OF SELLER. IN THE EVENT OF DEFAULT IN THE PERFORMANCE OF ANY OF THE COVENANTS CONTAINED IN THIS AGREEMENT OR CONTAINED IN SAID INSTALLMENT COLLECTION INSTRUCTIONS TO BE PERFORMED BY BUYER, SELLER SHALL BE RELEASED FROM ANY AND ALL OBLIGATIONS, EITHER AT LAW OR EQUITY, TO TRANSFER SAID PROPERTY AND BUYER SHALL RELINQUISH ALL RIGHTS UNDER THIS AGREEMENT AND UNDER THE TERMS, COVENANTS AND CONDITIONS CONTAINED IN SAID INSTALLMENT COLLECTION INSTRUCTIONS AND ALL MONEYS THERETOFORE PAID BY BUYER SHALL BE CONSIDERED AS RENTAL FOR THE USE AND OCCUPANCY OF SAID PROPERTY TO THE TIME OF SUCH DEFAULT AND AS SETTLED AND LIQUIDATED DAMAGES, AND NOT A PENALTY FOR THE BREACH OF THIS AGREEMENT. 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 WILL PEACEABLY VACATE THE HEREIN DESCRIBED PROPERTY AND SELLER MAY RE-ENTER THE SAID PROPERTY AND TAKE POSSESSION THEREOF AND REMOVE ALL PERSONS THEREFROM, USING ANY AND ALL LAWFUL MEANS TO DO SO, OR SELLER MAY, AT SELLER'S OPTION, DECLARE THE ENTIRE AMOUNT OF PURCHASE PRICE, OR THE BALANCE THEREOF, TOGETHER WITH INTEREST THEREON TO BE IMMEDIATELY DUE AND PAYABLE, AND BUYER AGREES TO IMMEDIATELY PAY SAME TO SELLER, OR SELLER MAY RECOVER THE SAME IN MANNERS AT SET FORTH MORE FULLY IN THE INSTALLMENT COLLECTION INSTRUCTIONS, OR IN AN APPROPRIATE ACTION THEREFOR.

5. WHENEVER USED, THE SINGULAR NUMBER SHALL INCLUDE THE PLURAL, THE PLURAL THE SINGULAR, AND THE USE OF ANY GENDER SHALL INCLUDED THE OTHER GENDERS.

6. TIME IS EXPRESSLY DELARED TO BE OF THE ESSENCE OF THIS AGREEMENT AND OF EXHIBIT "B" AS MENTIONED HEREIN .

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS THE DAY AND YEAR FIRST HEREIN WRITTEN.

George J. Frediani
George J. Frediani

Ralph A. Rutledge
Ralph A. Rutledge

BUYERS

Roberta A. Rutledge
Roberta A. Rutledge
SELLERS

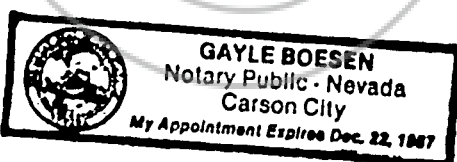
STATE OF NEVADA }
COUNTY OF }
Carson City

SS. ON January 27, 1984, BEFORE ME, THE UNDER-

SIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____
Ralph A. Rutledge, Roberta A. Rutledge, George J. Frediani

KNOWN TO ME TO BE THE PERSONS WHOSE NAME S they _____ SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT _____ t HEY _____ EXECUTED THE SAME.

Gayle Boesen
NOTARY'S SIGNATURE



Should the undersigned sell or contract to sell the property hereinabove described, or any portion thereof, then the unpaid principal balance of the obligation secured hereby and the interest thereon shall forthwith become due and payable, even though the time of maturity as expressed therein shall not have arrived unless Beneficiary shall otherwise agree in writing. Consent of one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions.

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COPY

REQUESTED BY
CHARTER TITLE INS.
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
\$ 7.00
1984 JAN 30 PM 3:58

SUZANNE BEAUDREAU
RECORDER
Paul J. Lehar 095271
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