WHEN RECORDED MAIL TO: Lawyers Title Insurance Corp. P. O. Box 2439 Reno, Nevada 89505

Documentary Transfer Tax_\$115.50 Computed on full value o property conveyed

LAWYERS TITLE INSURANCE CORP

Escrow No. 37224MVM

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AGREEMENT OF SALE

THIS AGREEMENT, made and entered into on this 22nd day of GARY A. PETERSON AND DOROTHY L. PETERSON, husband 1984, by February and wife, as Joint Tenants
referred to as "Seller," party(ies) of the first part, and
MARTIN J. WILLIS AND DIANE G. WILLIS, husband and wife, as
with right of survivorship, hereinafter referred to as "Buyer,"
party(ies) of the second part, whose address is concerns. hereinafter w TITLE INS CORP. BOX 365 MINDEN, NU., E9023.

WITNESSETH:

The Seller hereby agrees to sell and the Buyer hereby agrees to purchase for a total consideration of ONE HUNDRED FIVE 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

to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF FOR LEGAL DESCRIPTION

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

- That the purchase price is ONE HUNDRED FIVE THOUSAND AND -----DOLLARS (\$105,000.00 NO/100--) paid by Buyer to Seller as follows:
- ine sum of THIRTY THOUSAND AND NO/100---DOLLARS (\$ 30,000.00) upon f' 30,000.00) 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.
- In furtherance of this agreement Seller has executed a Deed conveying the above described real property to Buyer, and Buyer has exected a Deed conveying Buyer's interest in the above described real property to Seller. Buyer and Seller have executed appropriate escrow instructions to LAWYERS TITLE INSURANCE CORP-, Nevada, 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. Unless otherwise provided in said escrow instructions, 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 improvement shall be commenced upon the above described property, Buyer shall notify Seller, in writing, of Buyer's intention

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CAHSON CITY OFFICE 303 EAST PROCTOR STREET CAHSON CITY, REVADA 89701 TELEPHONE (102) 882-4577

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4. Buyer agrees that all money paid to Seller by virtue of this agreement shall immediately become the property of Seller. In the event of default in the performance of any term, covenant or condition contained in this agreement or contained in said escrow instructions to be performed by Buyer, and which default remains uncured by Buyer for the time specified in the said escrow instructions, Seller may, either alternatively, concurrently, or consecutively in any order, exercise the remedies that he has in law or in equity, including, but not limited to, exercise of one or more of the remedies hereinafter set forth and the pursuit of any remedy shall not be construed as an election of remedies nor as a waiver of any other remedy.

- a. Declare the balance of the purchase price, together with the interest accrued thereon, all due and payable.
- b. Terminate Buyer's right to purchase in accordance with paragraph I of the escrow instructions. By virtue of such termination, Seller shall be released from any and all obligation, either at law or in equity, to transfer said property to Buyer, and all moneys theretofore paid by Buyer to Seller shall be considered as rental for the use and occupancy of said premises to the time of such default and as settled and liquidated damages and not as a penalty for the breach of this agreement of the said escrow instructions.
- c. Institute an action for specific performance of this agreement and the escrow instructions.
- d. Institute an action to terminate Buyer's interest in this agreement and the escrow 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 agreement or the escrow instructions; (ii) the amount necessary to restore the said real property and improvements thereon to the condition it was in at the date Buyer received possession by reason of this agreement, 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 above described premises and Seller may re-enter the premises 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.
- (iii) The waiver by Seller of any breach of any term, covenant or condition contained herein, or in the escrow instructions shall not be deemed a waiver of any subsequent

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include the other genders.

breach, whether of the same or of another term, covenant or

Whenever used, the singular number shall include the

condition of this agreement or the escrow instructions.

plural, the plural the singular, and the use of any gender shall

Time is of the essence of this agreement.

SELLERS , 1984 , personally known to me to , 19⁸⁴ , personally known to me to PUBLIC PUBLIC -3-097351

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LEGAL DESCRIPTION

A parcel of land located within a portion of the South one-half of Section 27, Township 13 North, Range 20 East, MDB&M, Douglas County, Nevada, being more particularly described as follows:

Parcel B-2 as shown on the Record of Survey map filed within the Official Records of Douglas County, Nevada, in Book 883, Page 1074, Document No. 85517, and being further described as follows:

BEGINNING at the Southwest corner of Parcel B-2 from which the Southwest corner of Section 34, Township 13 North, Range 20 East, MDB&M bears S. 26°12'48" W., 5940.28 feet;

thence N. 01°04'07" W., 589.96 feet;

thence S. 89°59'47" E., 934.43 feet;

thence S. 03°37'54" E., 600.98 feet;

thence N. $89^{\circ}24'19"$ W., 961.55 feet to the POINT OF BEGIN-NING.

A.P.N. 23-260-38

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