

When recorded mail to:
Lawyers Title Insurance
P.O. Box 2439
Reno, Nevada 89505
I.C. No. 6348

RPTT: \$24.20

Full value less existing
encumbrance

CONTRACT OF SALE

THIS CONTRACT, made and entered into this 9th day of March, 1984, by and between VICTOR L. WILSON and BETTY JEAN WILSON, husband and wife, as joint tenants with right of survivorship, hereinafter referred to as "Seller", parties of the first part, and JAMES NEWMAN and ROSE MARIE NEWMAN, husband and wife, as joint tenants with right of survivorship, hereinafter referred to as "Buyer", parties of the second part, whose address is: 616 Forest Drive, Sebastopol, California 95472

W I T N E S S E T H:

The Seller hereby agrees to sell and the Buyer hereby agrees to purchase for a total consideration of THIRTY THREE THOUSAND AND NO/100 DOLLARS (\$33,000.00), 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 real property, hereinafter referred to as "the property", that is situate in the County of Douglas, State of Nevada, described as follows:

Lot 28, Block K, Topaz Ranch Estates, Unit No 4, as shown on the map thereof, filed in the office of the Recorder of Douglas County, Nevada, on November 16, 1970.

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

1. That the purchase price of \$25,000.00 shall be payable as follows:

(a) A down payment in the amount of \$6,000.00.

(b) The unpaid principal balance of \$19,000.00 shall be paid by Buyer to Seller at the time or times and in the manner set forth in the Collection Instructions hereinafter referred to.

2. In furtherance of this Contract, Seller has 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 Lawyers Title Insurance Corporation, 225 South Arlington Avenue, Reno, Nevada 89501, 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 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 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.

4. Buyer agrees that all moneys paid to Seller by virtue of this Contract shall immediately become the property of Seller. In the event of default in the performance of any term, covenant or condition contained in this Contract or contained in said Collection Instructions to be performed by Buyer, and which default remains uncured by Buyer for the time specified in the Collection 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 H of the Collection Instructions. By virtue of such termination, Seller shall be released from any and all obligation, either at law or in equity, to transfer the property to Buyer, and all moneys theretofore paid by Buyer to Seller shall be considered as rental for the use and occupancy of the property to the time of such default and as settled and liquidated damages and not as a penalty for the breach of this Contract or the Collection Instructions.

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 persons therefrom, using any and all lawful means to do so, 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 Collection Instructions, shall not be deemed a waiver of any subsequent breach, whether of the same or of another term, covenant or condition of this Contract or the Collection Instructions.

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

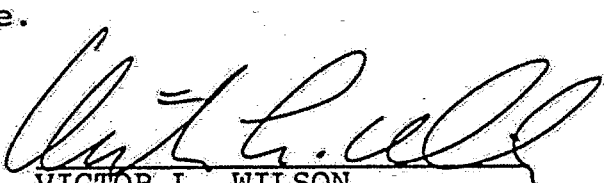
6. Time is of the essence of this Contract.

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


JAMES NEWMAN

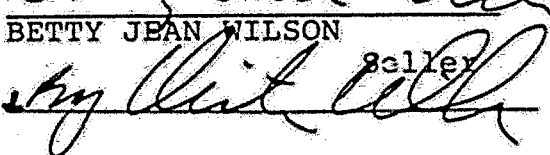

ROSE MARIE NEWMAN

Buyer


VICTOR L. WILSON


BETTY JEAN WILSON

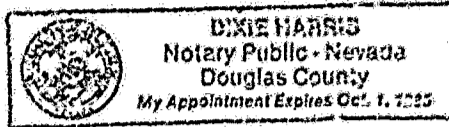
Seller



STATE OF NEVADA)
) ss.
COUNTY OF Douglas)

On this 9th day of March, 1984, personally appeared before me, A Notary Public, JAMES NEWMAN and ROSE MARIE NEWMAN, who acknowledged to me that they executed the foregoing instrument.

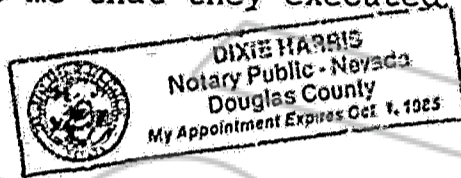
Dixie Harris
Notary Public



STATE OF NEVADA)
) ss.
COUNTY OF Douglas)

On this 9th day of March, 1984, personally appeared before me, a Notary Public, VICTOR L. WILSON, who acknowledged to me that they executed the foregoing instrument.

Dixie Harris
Notary Public

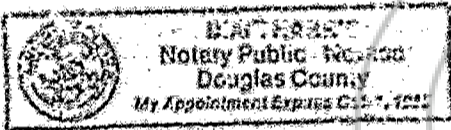


STATE OF NEVADA

County of Douglas) ss.

On this 9th day of March in the year one thousand nine hundred and eighty four, personally appeared before me, Dixie C. Harris, a Notary Public in and

for said Douglas County, VICTOR L. WILSON



known to me to be the person whose name is subscribed to the within instrument, as the attorney in fact of BETTY JEAN WILSON

and he, the said ATTORNEY IN FACT acknowledged to me that he signed the name of the said Betty Jean Wilson

thereto as principal and he is own name as attorney in fact, and that as such attorney in fact he executed the foregoing instrument freely and voluntarily and for the uses and purposes therein mentioned.

CARLISLE'S FORM NO. 24N-(ACKNOWLEDGMENT-ATTORNEY IN FACT) 90260

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp, at my office in DOUGLAS COUNTY the day and year last above written.

Dixie Harris

REQUESTED BY
LAWYERS TITLE INS. CORP.
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
\$ 7.00 fee
1984 MAR 12 AM 9:30

SUZANNE BEAUBREAU
RECORDER

Carol J. Hart 097967
Sep.

BOOK 384 PAGE 815