

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of March, 1984, by and between GREGORY T. JACKSON and NANCY R. JACKSON, husband and wife as community property, hereinafter referred to as "Seller", party of the first part, and GARY B. WILLIAMS and JUDY C. WILLIAMS, husband and wife as joint tenants, hereinafter referred to as "Buyer", party of the second part; P.O. Box 130, Minden, NV 89423.

WITNESSETH:

The Seller hereby agrees to sell and the Buyer hereby agrees to purchase for a total consideration of ONE HUNDRED SIXTEEN THOUSAND DOLLARS (\$116,000.00) 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 following described real property situate in the County of Douglas, State of Nevada, described as follows:

A portion of the Northeast 1/4 of the Southeast 1/4 of Section 10, Township 12 North Range 20 East, M.D.B. & M., described as follows:

COMMENCING at the Section Corner common to Sections 3, 4, 9, and 10, in said Township, proceed South 61°25'53" East 3328.44 Feet to a point on the Westerly right of way line of Nevada State Highway, Route U.S. 395; thence South 45°32' East 2401.09 Feet along said right of way line to the True Point of Beginning which is the Northern most corner of the parcel; thence continue South 45°32' East 310.14 Feet along said right of way line to its intersection with the Northerly right of way line of Riverview Drive, a County Road; thence South 61°33' West 313.98 Feet along said Northerly right of way line to a point; thence North 41°45'39" West 231.10 Feet to a point; thence North 12°44'21" East 95.10 Feet to a point; thence North 61°33' East 213.46 Feet to the True Point of Beginning.

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

1. That the purchase price of \$116,000.00 shall be paid by Buyer to Seller as follows:

(a) 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. Buyer and Seller have executed appropriate escrow instructions, and each retain a copy of same. Said escrow instructions are hereby specifically referred to and by such reference are incorporated into this agreement as if fully set forth herein.

3. 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 thereon, all due and payable.

(b) Institute an action for specific performance of this agreement and the escrow instructions.

(c) 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.

(d) Buyer and Seller agree that a quitclaim deed from Buyer to Seller shall be deposited with DOUGLAS COUNTY TITLE CO., INC. at 1516 Highway 395, Gardnerville, Nevada. In the event of a default by Buyer, Seller shall give Buyer written notice of said default. If Buyer does not cure default within 120 days of said notice, DOUGLAS COUNTY TITLE CO., INC. shall release said quitclaim deed to Seller and Buyer shall thereby relinquish all of his right, title and interest in the referenced property.

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 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.

(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 breach, whether of the same or of another term, covenant or condition of this agreement or of the escrow 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 agreement.

7. This agreement is subject and subordinate to a deed of

trust recorded in the office of the County Recorder of Douglas County, Nevada, as Document No. 66236, recorded May 16, 1973, in Book 573, page 586, 587, 588 and 589, wherein GARY B. WILLIAMS and JUDY C. WILLIAMS are trustors and SECURITY NATIONAL BANK OF NEVADA is beneficiary, securing a promissory note in an original amount of \$149,000.00, the unpaid balance of which is \$77,706.44 as of March 1, 1984. Buyer hereby agrees to make all payments due on account of the obligation secured by such deed of trust encumbering the real property hereinabove described. Should Buyer herein default in payment of the instalments due on account of such note secured by deed of trust above-described, Seller herein named may make such payments directly to the beneficiary of such deed of trust, and any and all payments so made shall be added to Buyer's indebtedness under this contract. If the interest rate on this obligation is increased, the interest rate due from Buyer to Seller shall increase in an equal amount.

8. Escrow fees and charges shall be divided between Buyer and Seller as provided in the escrow instructions.

9. Buyer covenants to keep all buildings that may now be or at any time be on said property during the continuance or this contract in good repair and insured in the amount of at least \$116,000.00 against loss by fire, with extended coverage endorsement, for full insurance value in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Seller naming Seller and Buyer as insured, as their interests may appear, and to deliver the policy to Seller or to collection agent of Seller and in default thereof, Seller may procure such insurance and/or make such repairs and expend for either of such purposes, such sum or sums as Seller may deem proper, any such advance for repairs or insurance to be deemed secured hereby. If buyer assumes insurance presently held by Seller, Buyer shall make all future premium payments.

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

BUYERS:

Gary B. Williams
GARY B. WILLIAMS

Judy C. Williams
JUDY C. WILLIAMS

SELLERS:

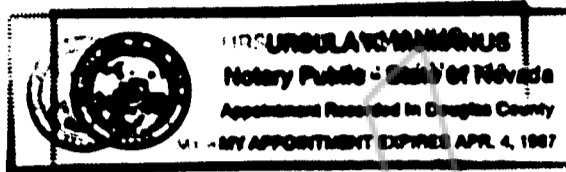
Gregory T. Jackson
GREGORY T. JACKSON

Nancy R. Jackson
NANCY R. JACKSON

STATE OF NEVADA)
 : SS
COUNTY OF DOUGLAS)

On this 27th day of September, 1984, personally appeared before me, a Notary Public, GREGORY T. JACKSON and NANCY R. JACKSON, known to be to be the persons described in and who acknowledged that they executed the foregoing instrument.

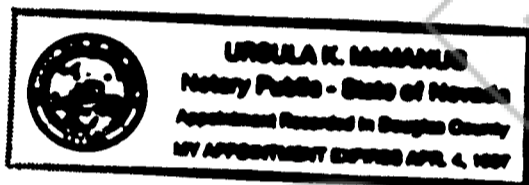
Ursula K. Williams
Notary Public



STATE OF NEVADA)
 : SS
COUNTY OF DOUGLAS)

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Ursula K. Williams
Notary Public



7 REQUESTED BY
Sherrin O'Reilly et al
IN OFFICE OF CLERK OF
SUPERIOR COURT, NEVADA

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Sherrin O'Reilly,
Walsh & Keefe
Attorneys At Law
Carson City and
Gardnerville, Nevada