

CONTRACT OF SALE

APN #25-211-04 and 25-211-5

ESCROW #200925 OG

When recorded mail to:  
Silver State Title and Escrow Co.  
P.O. Box 158  
Minden, Nevada 89423

This contract, made and entered into this 13th day of November 1986, by and between Robert W. Hemsath and Susan K. Hemsath, Husband and wife as Joint Tenants, hereinafter referred to as "Seller", parties of the first part, and Charles L. Nesmith and Sheila K. Nesmith, Husband and Wife as Joint Tenants, hereinafter referred to as "Buyer", parties of the second part, whose address is: 2295 G Street, Sparks, Nevada 89431,

WITNESSETH:

The Seller hereby agrees to sell and the Buyer hereby agrees to purchase for a total consideration of FOUR HUNDRED TWENTY FIVE THOUSAND and NO/100 DOLLARS (\$425,000.00), 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:

Parcel A

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

A parcel of land located on the Easterly side of U.S. Highway 395 (Railroad Avenue), in Minden, and being a portion of the Northeast one quarter of the Northwest one quarter and the Northwest one quarter of the Northeast one quarter of Section 32, Township 13 North, Range 20 East, M.D.B.& M., in Douglas Cuntly, Nevada, and described as follows:

COMMENCING at the Easterly one quarter corner of Section 32, Township 13 North, Range 20 East; thence North 55° 01' 20" West 3310.76 feet to a point on the Easterly line of the right of way of Highway 395; said point being the TRUE POINT OF BEGINNING; thence North 31. 22' West 100 feet; thence North 58. 38' East 142.00 feet; thence South 31. 22' East 100 feet; thence South 58. 38' West 142.00 feet to the TRUE POINT OF BEGINNING.

Assessor's Parcel No. 25-211-04

Parcel B

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

A parcel of land located on the Easterly side of U.S. Highway 395 (Railroad Avenue), in Minden, and being a portion of the Northeast one quarter of the Northwest one quarter and the Northwest one quarter of the Northeast quarter of Section 32, Township 13 North, Range 20 East, M.D.B. & M., in Douglas County, Nevada, described as follows:

COMMENCING at the East quarter corner of Section 32, Township 13 North, Range 20 East; thence North 55°44'11" West 3219.38 feet to a point on the Easterly line of the right of way of U.S. Highway 395, said point being the POINT OF BEGINNING; thence North 31. 22' West 100 feet; thence North 58. 38' East 142.00 feet; thence South 31. 22' East 100 feet; thence South 48.38' West 142.00 feet to the TRUE POINT OF BEGINNING.

Assessor's Parcel No. 25-211-05

IT IS MUTUALLY UNDERSTOD AND AGREED BY and between the parties hereto:

1. That the Purchase price of \$425,000.00 shall be paid by Buyer to Seller as follows:

(a) The sum of THIRTY THOUSAND and NO/100 (\$30,000.00), upon the execution of this Contract, 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 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 SILVER STATE TITLE AND ESCROW COMPANY, P.O. Box 158, Minden NV 89423, 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 Instruction, 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,

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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 Instruction, 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 Instruction. 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 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 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.

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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.

Charles L. Nesmith      Robert W. Hemsath  
CHARLES L. NESMITH      ROBERT W. HEMSATH

Sheila K. Nesmith      Susan K. Hemsath  
SHEILA K. NESMITH      BUYER      SUSAN K. HEMSATH      SELLER

STATE OF NEVADA      )  
  )      ss  
COUNTY OF DOUGLAS      )

On this <sup>14<sup>TH</sup></sup> ~~13<sup>th</sup>~~ day of November, 1986, personally appeared before me, a Notary Public, Charles L. Nesmith and Sheila K. Nesmith and Robert W. Hemsath and Susan K. Hemsath, who acknowledged to me that they executed the foregoing instrument.

Tereasa A. Fox  
Notary Public



REQUESTED BY  
SILVER STATE TITLE AND ESCROW CO. INC.  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

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SUZANNE BEAUREAU  
RECORDER  
\$ 8.00 PAID OK DEPUTY

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