CONTRACT OF SALE

THE MIRON FAMILY TRUST, herein called "seller" agrees to sell to LAURIE V. RUSERT and JEFFREY A. RUSERT, husband and wife herein called "buyer" and buyer agrees to purchase from seller an UNDIVIDED ONE-HALF (1/2) INTEREST in the real property herein called "said property", located at 104 Cypress Way in the County of Douglas, State of Nevada, described more fully as follows:

The South 85.00 feet of the North 1213.53 of the East 163.80 feet of the Northeast 1/4 of the Northwest 1/4 of Section 26, Township 13 North, Range 18 East, M.D.B. & M.

and bears the Tax Parcel Number 07-180-58-1 on the following terms and conditions:

The purchase price for said real property shall be the sum of SIXTY-FIVE THOUSAND (\$65,000.00) DOLLARS payable by buyer to seller as follows:

- (a) The balance according to the terms of a promissory note in the usual form being supplied on the date of the Contract of Sale by seller for use in Douglas County, State of Nevada, which shall:
- (1) Be payable to the order of seller in monthly installments of FIVE HUNDRED (\$500.00) DOLLARS or more commencing on the 1st day of June, 1987, with the ONE HUNDREDTH AND EIGHTIETH and final payment to include payment in full of the remaining interest due and owing and the unpaid principal balance.
- (2) Provided that each such installment when paid shall be applied first to the payment of interest at the rate of SIX (6%) PERCENT per annum from the 1st day of June, 1987, on the then remaining unpaid principal balance of such note, and then to reduction of such unpaid principal balance.
- (3) In the event that said real property is transferred, sold or conveyed, prior to the principal balance and remaining interest due, the whole sum of principal and interest shall become immediately due and payable at the option of the holder of the note in writing.

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The promissory note described in this Contract of Sale shall be a first encumbrance on said real property.

Fire insurance and any other insurance protection needed for the protection of the tenements shall be paid equally by the seller and their heirs and assigns and the buyer and their heirs and assigns.

Real property taxes levied or assessed against said real property, shall be paid equally by the seller and their heirs and assigns and the buyer and their heirs and assigns.

Any bonds or improvement assessments which are a lien on said real property shall be paid equally by the seller and their heirs and assigns and the buyer and their heirs and assigns.

The expense of transferring an UNDIVIDED ONE-HALF (1/2) INTEREST, in the above-named lot, piece or parcel of land shall be paid in the following manner:

- (a) The cost of preparing, executing, acknowledging any deeds or other instruments required to convey an UNDIVIDED ONE-HALF (1/2) INTEREST to buyer or his nominee in the manner described in this Contract of Sale shall be paid 1/2 by seller and 1/2 by buyer.
- (b) The cost of preparing, executing, and acknowledging the promissory note shall be paid 1/2 by seller and 1/2 by buyer.
- (c) The cost of recording a GRANT, BARGAIN AND SALE DEED required to convey an UNDIVIDED ONE-HALF (1/2) INTEREST to said real property to buyer or his nominee as described in this Contract of Sale shall be paid by buyer.
- (d) Any tax imposed on the conveyance of an UNDIVIDED ONE-HALF (1/2) INTEREST to said real property to buyer or his nominee under the Documentary Transfer Tax Act shall be paid by the buyer.

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Any and all notices or other communications required or permitted by this Contract of Sale or by law to be served on or given to either party hereto shall be in writing and shall be deemed duly served and given when personally delivered to any of the parties of this Contract of Sale, to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to buyer at Post Office Box 971, Zephyr Cove, Nevada 89448 or to seller at Post Office Box 971, Zephyr Cove, Nevada 89448. Either party, buyer or seller, may change his address for the purpose of this section by giving written notice of such change of address to the other party in the manner provided in this section.

Should any litigation be commenced between the parties hereto concerning said real property, this Contract of Sale, or the rights and duties of either party in relation thereto, the party, buyer or seller, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees in such litigation which shall be determined by the Court in such litigation or in a separate action brought for that purpose.

This instrument contains the entire agreement by an between buyer and seller respecting said real property, and any agreement or representation respecting said real property or the duties of either buyer or seller in relation thereto not expressly set forth in this instrument is null and void.

Dated this 1st day of June, 1987.

Seller - LARRY MIRON

Co-Trustee

Seller--ALMA

Co-Trustee

-LAURIE

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