

CONTRACT OF SALE

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AGREEMENT MADE AND ENTERED INTO THIS 15th DAY OF JUNE, 1987, BY AND BETWEEN GRAIG HOLLIS AND CATHY HOLLIS, HUSBAND AND WIFE AS JOINT TENANTS WHOSE ADDRESS IS 3440 TOURMALINE STREET, CARSON CITY NEVADA 89701. HEREIN-AFTER KNOWN AS "BUYER" AND MABEL LEE BOYLE AND HARRY F. BOYLE SR. HERINAFTER KNOWN AS "SELLERS"

WITNESSETH THIS DATE

1. SELLERS, FOR AND IN CONSIDERATION OF THE TERMS, COVENANTS, AND CONDITIONS HEREINAFTER SET FORTH, AGREES TO SELL AND CONVEY, AND THE BUYER AGREES TO PURCHASE ALL OF THE SELLERS RIGHT, TITLE, AND INTEREST IN AND TO THAT CERTAIN PARCEL OF REAL ESTATE SITUATED IN THE CITY OF CARSON, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REAL PROPERTY: LOT #12 AS SHOWN ON THE OFFICIAL MAP OF RIDGEVIEW ESTATES, FILLED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON DECEMBER 27, 1972, AS DOCUMENT NO. 63503. ASSESSMENT PARCEL NO. 13-154-12

PERSONAL PROPERTY: MOBILE HOME, 1981, 24'x 48' 1D #AB3SCC058CA, MANUFACTURER SILVERWOOD.

2. THE TOTAL PURCHASE PRICE OF THE PROPERTY, REAL & PERSONAL DESCRIBED ABOVE IS, FIFTY EIGHT THOUSAND (\$58,000.) PAYABLE AS FOLLOWS:
A. THE SUM OF FIVE THOUSAND DOLLARS (\$5,000.) CASH DOWN PAYMENT, UPON THE EXECUTION OF THIS AGREEMENT RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY SELLERS. THE BALANCE OF PURCHASE PRICE, TO-WIT: FIFTY THREE THOUSAND DOLLARS (\$53,000.) PAYABLE AT THE RATE OF FIVE HUNDRED TWENTY FIVE (\$525.00) PER MONTH, PRINCIPAL AND INTEREST, WHICH SUCH INTEREST SHALL BE THE SUM OF NINE AND ONE HALF PERCENT (9½%) PER ANNUM ON THE UNPAID PRINCIPAL BALANCE. THE FIRST MONTHLY PAYMENT SHALL COMMENCE ON 1st DAY OF Aug, 87. AND CONTINUE UNTIL PAID IN FULL.

1 3. THE PROPERTY IS SUBJECT TO THE FOLLOWING ENCUMBRANCES WHICH IS
2 OUTSTANDING AT THE DATE OF THIS CONTRACT AND WILL BE PAID BY THE SELLERS
3 ACCORDING TO ITS TERMS:

4 A. A FIRST DEED OF TRUST RECORDED IN THE OFFICIAL RECORDS AT THE OFFICE OF
5 THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, SECURING A PROMISSORY NOTE
6 IN THE ORIGINAL PRINCIPAL AMOUNT OF TWENTY EIGHT THOUSAND SEVEN HUNDRED
7 SIXTY ONE (\$28,761.00) PAYABLE TOGETHER WITH INTEREST THEREON AT SEVEN-
8 TEEN AND ONE HALF PERCENT (17.5%) TO BANK OF AMERICA CALIFORNIA.

9 B. A LAND LOAN RECORDED IN THE OFFICIAL RECORDS AT THE OFFICE OF THE COUNTY
10 RECORDER OF DOUGLAS COUNTY, NEVADA, SECURING A PROMISSORY NOTE IN THE
11 ORIGINAL PRINCIPAL AMOUNT OF NINE THOUSAND EIGHT HUNDRED DOLLARS (\$9,800.)
12 PAYABLE TOGETHER WITH INTEREST THEREON AT NINE AND ONE HALF (9½%) TO A
13 PRIVATE PARTY HEREIN REFERRED TO AS JOHN AND BETTY MANCONI.

14 4. THE PARTIES HERETO AGREE TO PLACE THE FOLLOWING DOCUMENTS IN THE
15 HOLD OF HENSON REALTY:

16 A. AN EXECUTED COPY OF THIS AGREEMENT.

17 B. A GOOD AND SUFFICIENT DEED FROM SELLER TO BUYER TO THE REAL PROPERTY
18 HEREIN DESCRIBED, TO BE DELIVERED TO BUYER UPON THE FULL PERFORMANCE
19 OF THE TERMS, COVENANTS, AND CONDITIONS OF THIS CONTRACT OF SALE,

20 C. A QUITCLAIM DEED FROM BUYER TO SELLER TO THE REAL PROPERTY HEREIN
21 DESCRIBED TO BE DELIVERED TO SELLERS IN THE EVENT OF A BUYER DEFAULT
22 OR BREACH OF THE TERMS, COVENANTS, AND CONDITIONS OF THIS CONTRACT
23 OF SALE.

24 5. ALL IMPROVEMENTS AND ADDITIONS TO THE PROPERTY SHALL BECOME PERMANENT
25 PARTS THEREOF. SELLER SHALL HAVE THE RIGHT TO POST AND RECORD DUE AND
26 PROPER NOTICES OF NON-RESPONSIBILITY ON THE PREMISES. BUYER SHALL
27 INDEMNIFY AND HOLD SELLERS AND THE PROPERTY OF SELLERS, INCLUDING THE
28 SELLERS INTEREST IN THE PROPERTY, FREE AND HARMLESS FROM LIABILITY FOR
ANY MECHANIC'S LIENS OR OTHER EXPENSES OR DAMAGES RESULTING FROM ANY

1 RENOVATIONS, ALTERATIONS, BUILDING REPAIRS, OR OTHER WORK PLACED ON THE
2 PROPERTY BY THE BUYER.

3 6. BUYER SHALL PAY AND DISCHARGE, WHEN DUE, ALL TAXES AND ASSESSMENTS
4 LEVIED UPON SAID PROPERTY THAT MAY BECOME PAYABLE SUBSEQUENT TO THE
5 DATE HEREOF.

6 7. SELLER, AFTER DATE OF THIS CONTRACT, SHALL NOT, IN ANY MANNER,
7 FURTHER ENCUMBER THE PROPERTY WITHOUT THE WRITTEN CONSENT OF THE
8 BUYER.

9 8. DESTRUCTION OF, OR DAMAGE TO, ANY BUILDING OR OTHER IMPROVEMENTS
10 NOW OR HEREINAFTER PLACED ON THE PROPERTY, OR OF ANY PERSONAL PROPERTY
11 HEREIN DESCRIBED, WHETHER FROM FIRE OR OTHER CAUSE, SHALL NOT RELEASE
12 BUYER FROM ANY OF ITS OBLIGATIONS UNDER THIS CONTRACT. IT BEING
13 EXPRESSLY UNDERSTOOD THAT THE BUYER BEAR ALL RISK OF LOSS TO, OR
14 DAMAGE OF, THE PROPERTY.

15 9. BUYER AGREES THAT THE PROPERTY AND BUILDINGS AND IMPROVEMENTS THEREON
16 ARE, AT THE DATE OF THIS CONTRACT, IN GOOD CONDITION, ORDER, AND
17 REPAIR, AND THAT THEY SHALL, AT THEIR OWN COST AND EXPENSE, MAINTAIN
18 THE PROPERTY AND THE BUILDINGS AND IMPROVEMENTS THEREON IN A GOOD
19 ORDER AND REPAIR AS THEY ARE ON THE DATE OF THIS CONTRACT. REASONABLE
20 WEAR AND TEAR EXCEPTED. BUYER SHALL, AT ALL TIMES, KEEP SUBJECT
21 PREMISES INSURED AGAINST LOSS, DAMAGE, THEFT, AND OTHER RISKS IN
22 SUCH AMOUNTS AND WITH SUCH COMPANIES AND UNDER SUCH POLICIES AND IN
23 SUCH FORM AS SHALL BE SATISFACTORY TO SELLERS. SUCH POLICIES OF
24 INSURANCE SHALL PROVIDE THAT LOSS THEREUNDER SHALL BE PAYABLE TO
25 SELLER AND BUYER AS THEIR INTEREST MAY APPEAR AS FURTHER SET FORTH
26 BELOW. IN THE EVENT THAT THE INSURANCE PROCEEDS ARE INSUFFICIENT TO
27 RECONSTRUCT THE PREMISES TO SUCH PRIOR APPRAISED VALUE, THEN THE
28 BUYER SHALL PROVIDE AND BE SOLELY RESPONSIBLE FOR ANY EXCESS FUNDS
OVER AND ABOVE THE THE INSURANCE PROCEEDS SO REQUIRED.

- 1 10. BUYER SHALL NOT REMOVE OR PERMIT THE REMOVAL FROM THE PROPERTY OF
2 ANY BUILDING OR OTHER IMPROVEMENTS LOCATED THEREON WITHOUT THE CONSENT
3 OF THE SELLERS, IN WRITING, NOR SHALL THE BUYER COMMIT OR PERMIT TO
4 BE COMMITTED ANY WASTE OF THE PROPERTY OR ANY BUILDING OR IMPROVEMENT
5 THEREON.
- 6 11. BUYER SHALL INDEMNIFY AND HOLD SELLER FREE AND HARMLESS FROM ANY AND
7 ALL DEMANDS, LOSS, OR LIABILITY RESULTING FROM THE INJURY TO OR DEATH
8 OF ANY PERSON OR PERSONS BECAUSE OF THE NEGLIGENCE OF THE BUYER OR THE
9 CONDITION OF THE PROPERTY AT THE TIME OR TIMES AFTER THE DATE OF
10 POSSESSION OF THE PROPERTY IS DELIVERED TO THE BUYER.
- 11 12. PAYMENT OF ALL MONIES BECOMING DUE HEREUNDER BY THE BUYER AND THE
12 PERFORMANCE OF ALL COVENANTS AND CONDITIONS OF THIS CONTRACT TO BE
13 KEPT AND PERFORMED BY THE BUYER, ARE CONDITIONS PRECEDENT TO THE PER-
14 FORMANCE OF THIS CONTRACT.
- 15 13. IT IS UNDERSTOOD AND AGREED THAT TITLE TO ALL SUBJECT PROPERTIES SHALL
16 REMAIN IN THE SELLERS UNTIL THE FULL PAYMENT OF SELLERS EQUITY, PRIN-
17 CIPAL, AND INTEREST THEREON AS HEREIN PROVIDED. HOWEVER, UPON THE
18 FAITHFUL PERFORMANCE OF THIS AGREEMENT, OR AS OTHERWISE PROVIDED
19 HEREIN, BUYER SHALL BE ENTITLED TO RECEIVE FROM SELLERS GOOD AND
20 SUFFICIENT DEED TO THE SUBJECT PROPERTIES.
- 21 14. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EVERY PART THEREOF AND
22 THE FAILURE OF BUYER TO PERFORM ANY CONDITION OR TERM HEREOF ON THE
23 DATE OF PERFORMANCE, AND FOR A PERIOD OF 30 DAYS (30) DAYS AFTER SUCH
24 NOTICE, IN WRITING, GIVEN BY SELLER TO BUYER OF SAID DEFAULT AT SUCH
25 ADDRESS AS BUYER SHALL HAVE GIVEN AS ITS LAST ADDRESS SHALL CONSTITUTE
26 GROUNDS FOR FORFEITURE, AND THE SELLER, AFTER THE EXPIRATION OF THE
27 SAID THIRTY DAYS PERIOD, AND THE DEFAULT OF THE BUYER BEING NOT CURED,
28 SELLER MAY WITHOUT FURTHER NOTICE OR PROCESS OF LAW REPOSSESS THE SAID
PREMISES, DIRECT THE RECORDING OF THE QUIT CLAIM DEED HEREWITH.

1 AND ALL PAYMENTS HEREUNDER SHALL BE RETAINED BY THE SELLER AS RENT FOR
2 THE SAID PREMISES AND AS SETTLED AND LIQUIDATED DAMAGES AND NOT AS A
3 PENALTY FOR BREACH OF THIS AGREEMENT. IN ADDITION, SELLER SHALL THEREUPON
4 BE RELEASED FROM ALL OBLIGATIONS IN LAW OR EQUITY TO TRANSFER SAID PROPERTY
5 OR ANY PART TO BUYER, AND BUYER SHALL BE DEEMED TO BE A TENANT AT WILL, AND
6 SELLER SHALL HAVE ALL RIGHTS OF A LANDLORD OF SAID TENANT AT WILL, UNDER
7 THE UNLAWFUL DETAINER STATUTES OF THE STATE OF NEVADA.

8 15. THE BUYER REPRESENTS TO THE SELLER THAT THE PROPERTY HAS BEEN INSPECTED
9 BY IT, AND IT HAS BEEN ASSURED BY MEANS OF INDEPENDENTLY OF THE SELLER OR
10 OF ANY AGENT OF THE SELLER OF THE TRUTH OF ALL FACTS MATERIAL TO THIS CON-
11 TRACT, AND THAT THE PROPERTY, AS IT IS DESCRIBED IN THIS CONTRACT IS, AND
12 HAS BEEN PURCHASED BY THE BUYER AS A RESULT OF SUCH INSPECTION OR INVEST-
13 GATION AND NOT BY OR THROUGH ANY REPRESENTATIONS MADE BY THE SELLERS OR
14 AGENT OF SELLERS, OTHER THAN SUCH REPRESENTATIONS AS MAY BE CONTAINED IN
15 THIS CONTRACT.

16 16. THIS CONTRACT SHALL BE BINDING ON AND SHALL INURE TO THE BENEFIT OF
17 THE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS OF THE
18 PARTIES HERETO.

19 17. TIME IS EXPRESSLY DECLARED TO BE OF THE ESSENCE OF THIS CONTRACT.

20 18. THE WAIVER OF ANY BREACH OF THIS CONTRACT BY EITHER PARTY SHALL NOT
21 CONSTITUTE A CONTINUING WAIVER OR A WAIVER OF ANY SUBSEQUENT BREACH EITHER
22 OF THE SAME OR ANOTHER PROVISION OF THIS CONTRACT. AS USED IN THIS CONTRACT
23 OF SALE, THE MASCULINE, FEMININE, OR NEUTER GENDER, AND THE SINGULAR OR
24 PLURAL NUMBER, SHALL EACH BE DEEMED TO INCLUDE THE OTHERS WHENEVER THE
25 CONTEXT SO INDICATES.

1 IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
2 AND SEALS HERETO THE DAY AND YEAR WRITTEN ABOVE.

3
4 Craig Hollis
5 CRAIG HOLLIS

6 Cathy Hollis
7 CATHY HOLLIS

8 Harry F. Boyle Sr.
9 HARRY F. BOYLE SR.

10 Mabel Lee Boyle
11 MABEL LEE BOYLE

12 TAX STATEMENTS TO:
13 3440 TOURMALINE ST.
14 CARSON CITY, NEV. 89701

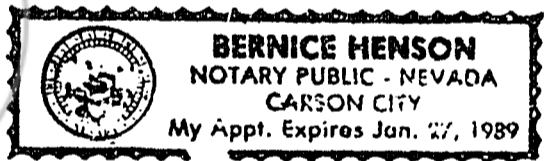
STATE OF NEVADA)
: SS.
CARSON CITY)

15 WHEN RECORDED:
16 MAIL TO:
17 MR. & MRS. CRAIG HOLLIS
18 2405 N. MOUNTAIN STREET
19 CARSON CITY, NEVADA 89701

ON THE 15th DAY OF JUNE, 1987, BEFORE ME
THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY
APPEARED CRAIG HOLLIS AND CATHY HOLLIS WHO
ACKNOWLEDGED TO ME THAT THEY EXECUTED THE
ABOVE INSTRUMENT FREELY AND VOLUNTARILY AND
FOR THE USES AND PURPOSES THEREIN MENTIONED.

IN WITNESS WHEREOF, I HAVE HEREUNDER SET
MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY
AND YEAR IN THIS CERTIFICATE FIRST ABOVE
WRITTEN.

20 Bernice Henson
21 NOTARY PUBLIC SEAL



22 REQUESTED BY
23 Harry Boyle Sr.
24 IN OFFICIAL RECORDS OF
25 DEPARTMENT OF NEVADA

26 '87 JUN 18 A11:49

27 SUZANNE E. BUREAU
28 RECORDER
\$ 10.00 PAID Bh DEPUTY

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