E. yers

SALES CONTRACT

THIS AGREEMENT of sale made this 17 day of APRO 1987 by and between Jerry & Judy Maeder (the purchaser) by and between Alex P Corones, Blanche Berryhill & Glenn Berryhill the Seller) and N/A (the Agent).

WITNESSETH: That for and in consideration of a down payment deposit in the amount of Fourteen Thousand Dollars (\$14,000.00) by () cash, (\times) check, () note which is due and payable on the N/A day of N/A , 1987, the receipt of which is hereby acknowledged, the Purchaser agrees to buy, and the Seller agrees to sell for the sum of Twenty Eight Thousand Dollars (\$23,000.00) all of that certain piece, parcel or lot of land and improvement thereon described as follows, to wit:

- W. End Section , Subdivision County and State Nevada , also known as Wan's Lumber Yard
 - Chattels and Equipment.
- 3. Down Payment. The purchaser agrees to pay Fourteen Thousand doilars (\$14,000.00) cash, certified check or cashier's check at the date of conveyance of which sum the above deposit shall be a part. Should the deposit be in excess of the down payment requirred, the excess shall be applied towards the Purchaser's closing costs and remaining funds, if any, shall be returned to Purchaser.
- 4.1 Second Mortgage or Deed of Trust. For the balance of the purchase price, an amount of Fourteen thousand dollars (\$14,000.00) approximately, the Purchaser shall execute and deliver and the Seller shall accept a note and second mortgage or deed of trust on the premises to be paid in two annual instyallments of Seven thousand nine hundred eighty dollars (\$7,980.00) payable not later than April 17, 1988 and seven thousand four hundred, ninety dollars (\$7,490.00), payable not later than April 1989, including interest at the rate of 7% per annum, each installment. Said note shall be due in full two years from settlement date and PURCHASER shall have the right to prepay in part or in full at any time without penalty. Said mortgage or trust and note may not be assumed or title taken subject to said mortgage or trust and note without prior written consent of the note holder.

4.B Instyallments

l.instyallment will be divided as follows, to wit: \$7930.00

1 int. Alex P.Coroneos

\$3990,00

2 Int. Blanche Berryhill

2 int. Glenn Berryhill

\$1375.00 - 68, 6-30-87 \$1995.5

2.instyallment will be divided as follows, to wit: \$7490.00

int. Alex P. Coroneos

33745.30

¿ int. Blanche Berryhill

\$1373.00

int. Glenn Berryhill

31373.00

4 Gama 188

This sain it tact did in full

fice I downer . 245 Ellatthel Henderson, Mico. 892

565 7742 BOOM

80 mge 133

5. Additional Provisions. The attached addendum bearing the signatures of all parties is hereby made a part of this contract. Addendum attached Yes (___) No (__).

- Prorations. Rents, taxes, water, sewer charges, gas, and insurance, and other operating charges are to be adjusted to date of settlement. Taxes, general and special, are to be adjusted according to the certificate of taxes issued by the collector of taxes, if any, except that recorded assessments for improvements completed prior to the date of acceptance hereof, whether assessment therefore has been levied or not, shall be paid by the Seller or allowances made therefore at time of settlement.
- M.7 Notices of Violations. All notices of violations of orders or requirement noted or issued by any county or local authority, or actions in any court on account thereof, against or affecting the proeprty at the date of settlement of this contract shall be complied with by the SELLER and the property conveyed free thereof.
- encumbrances, except as aforesaid; title shall be good of record, subject to easements, covenants, conditions and restrictions of record; otherwise, the deposit is to be returned and sale declared null and void at the option of the Purchaser, unless the defects are of such character that they may readily be remedied by legal action. In the event that legal steps are necessary to perfect the title, such action shall be taken promptly, by and at the Seller's expense whereupon the time herein specified for settlement shall be extended for the period necessary for such action.
- 18.7. Deed. The SELLER agrees to convey the above property by General Warranty Deed with the usual covenants of title, the same to be prepared at the expense of the SELLER.
- 16. Title Fees. Fees for examination of title, title certificate, notary, or recording charges (including those for purchase money mortgage or trust, if any), a reasonable settlement fee and any other proper charges assessed to him shall be borne by the FURCHASER. Fees for the preparation of the Deed, Grantor Tax, a reasonable settlement fee, and any other proper charges assessed to him shall be borne by the SELLER. If upon examination, the title should be found to be defective, and is not remedied as hereinbefore provided, the SELLER agrees to pay the cost of the examination of the title.

11. Covenants. The principals to this contract nutually agree that it shall be binding upon them and each of their respective heirs, executors, administrators, successors and assigns; that the provisions hereof shall survive the execution and delivery of the deed aforesaid and shall not be merged therein; that this contract contains the final entire agreement between the parties hereto, and that they shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written not herein contained.

Witness our signatures and seals:

| 1-10-82 1987 Lerry Maeder | (SEAL) |
|-----------------------------------|---------------------|
| Jerry Maeder | Purchaser |
| 6-10-87, 1987 A Smacles) | % |
| | (SEAL) Purchaser |
| 7/2/87 1987 /1-4 / Some | |
| 7/2-87, 1987 (1-4) eg mil | (SEAL) Seller |
| _ \ \ | |
| 11-20-87 , 1987 Blanche Berryhill | (SEAL) |
| Blanche Berryhill | Seller |
| 7-1-87, 1987 - 1 Sambill | (00.0) |
| 61enn Berryhill | (SEAL) Seller |
| | |

Subscribed and sworn to before me this 10th day of June, 1987 by Judy and Jerry Maeder.

 薂 垂直以及凝凝灰值或及认及凝凝 医通数溶液医通波溶液 克克拉克克

FI ANK C HILLSE

By Mara Condia), Deputy

page 4