

WHEN RECORDED MAIL TO:  
WILSON ESCROW  
325 W. PECKHAM LANE  
RENO, NV 89509

RPTT \$87.75

**CONTRACT OF SALE**

THIS CONTRACT, made and entered into JUNE 26, 1992, by and between JEFFREY LANE SEEVERS and TERESA M. SEEVERS, husband and wife, as joint tenants with right of survivorship, hereinafter referred to as "Seller", parties of the first part, whose address is: 8465 MOHAWK LANE, RENO, NV 89506, and LELAND R. LESICKA and TONI L. LESICKA, husband and wife, as joint tenants with right of survivorship, hereinafter referred to as "Buyer", parties of the second part, whose address is: 100 OSCEOLA, Pioche, NV 89043,

**W I T N E S S E T H:**

The Seller hereby agrees to sell and the Buyer hereby agrees to purchase for a total consideration of SIXTY-SEVEN THOUSAND FOUR HUNDRED FIFTY-FIVE AND 59/100 DOLLARS (\$67,455.59), 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 Town of Pioche, County of Lincoln, State of Nevada, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO.

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

1. That the purchase price of \$67,455.59 shall be paid by Buyer to Seller as follows:

(a) There shall be no down payment upon the purchase price.

(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 WILSON ESCROW COMPANY, P. O. Box 884, Reno, Nevada 89504, 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 Instructions, 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, 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 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 accrued thereon, all due and payable.

b. Terminate Buyer's right to purchase, in accordance with paragraph H of the Collection Instructions. 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 the 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 damages sustained by Seller, including, but not limited to, (i) 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.

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.

Leland R. Lesicka  
Leland R. Lesicka

Jeffrey Lane Seevers  
Jeffrey Lane Seevers

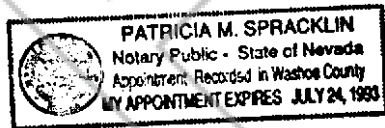
Toni L. Lesicka  
Toni L. Lesicka  
Buyer

Teresa M. Seevers  
Teresa M. Seevers  
Seller

STATE OF NEVADA )  
COUNTY OF WASHOE ) ss

On JUNE 26, 1992, personally appeared before me, a Notary Public, JEFFREY LANE SEEVERS and TERESA M. SEEVERS, personally known (or proved) to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed the instrument.

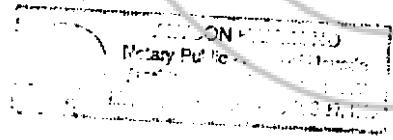
Patricia M. Spracklin  
Notary Public



STATE OF NV )  
COUNTY OF Lincoln ) ss

On July 17, 1992, personally appeared before me, a Notary Public, LELAND R. LESICKA and TONI L. LESICKA, personally known (or proved) to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed the instrument.

Alyson Hammond  
Notary Public



All that certain real property situate in the Town of Pioche, County of Lincoln, State of Nevada, described as follows:

That certain portion of Lots 14, 15 and 16 in Block 14 of the Town of Pioche, Nevada, as shown on Supplement "C" to the Pioche Mines Consolidated, Inc. Addition Supplement B to the Official Map of said Town of Pioche, recorded December 19, 1958, in Book A-1 of Plats, Page 67, Lincoln County, Nevada, records, bounded and described as follows, to-wit:

Beginning at the Southeast corner of Lot 16 and running thence North 32°42' East along the Easterly line of said Lot 16 a distance of 75 feet; thence running approximately North 73° West to the Northwest line of Lot 14, said point being 30 feet North 49°48' East from the Southwest corner of said Lot 14; thence South 49°48' West along the Westerly line of said Lot 14, and the Southerly line of Austin Street, a distance of 30 feet to the Southwest corner of said Lot 14; thence along the Southerly line of said Lot 14 to the Southwest corner of said Lot 14; thence continuing on the same course a distance of 13.8 feet to the South corner of Lot 16; thence along the South line of Lot 16 to the point of beginning.

Together with that portion of land commonly known as the alley between Lots 16, 17 and 13 as conveyed by that certain Deed recorded February 6, 1984, in Book 58 of Official Records, Page 475, as Document No. 79511, Lincoln County, Nevada, records.

Also Lots 13 and 17 of Block 14 of the Town of Pioche, Nevada, as shown on Supplement "C" to the Pioche Mines Consolidated, Inc. Addition Supplement B to the Official Map of said Town of Pioche, recorded December 12, 1958, in Book A-1 of Plats, Page 67, Lincoln County, Nevada, records.

Excepting therefrom the Southerly 15 feet of said Lot 17 as conveyed by Deed recorded February 6, 1984, in Book 58 of Official Records, Page 474, as Document No. 79510, Lincoln County, Nevada, records.

099355

No. \_\_\_\_\_  
FILED AND RECORDED AT REQUEST OF  
\_\_\_\_\_  
County Title \_\_\_\_\_  
September 18, 1992  
AT 05 MINUTES PAST 10 O'CLOCK  
A.M. IN BOOK 103 OF OFFICIAL  
RECORDS, PAGE 235 LINCOLN  
COUNTY, NEVADA.

YURIKO SETZER

CLERK

By *Shonda Zher*  
Deputy

Exhibit A