

CONDITIONAL SALE CONTRACT

San Jose, California

(City and State)

September 7,

19 65

I/we, Bruce A. Peters and Alice Peters

(hereinafter called the "Purchaser")

Kawcheck Pump & Well Service

(hereinafter called the "Seller")

hereby order and purchase from the equipment described below or on the attached specifications:

Pump No. 20329 consisting of:

- 1 - 14 WF discharge head
- H.S. 1-1/2 x 41 x 1-3/8
- 240 8" std x 2-1/2 x 1-3/8 x 20' jts. Column assembly
- 1 - 4 stage 12 WLM F.S. No U/PL
- 10' 8" std suction TOE
- 1 - U. S. GP-91 gear drive
- 1 - W-48 splicer flange 1-7/8" bore x 3/8 x 3/16 K.W.

for which Purchaser agrees to pay to Seller:

Full Contract Price

\$ 4,109.48

Initial payment

\$ 1,007.22

Sales Taxes

\$ 80.58

Total Initial Payment

\$ 1,087.80

Total Contract Amount

\$ 3,021.68

payable in installments as follows:

- \$ 755.42 September 15, 19 66
- \$ 755.42 September 15, 19 67
- \$ 755.42 September 15, 19 68
- \$ 755.42 September 15, 19 69

with interest on deferred payments beginning on date of invoice at the rate of eight (8) percentum per annum, payable until the entire purchase price plus interest has been paid; together with interest after maturity at the highest lawful rate.

In addition to the above amount, Purchaser shall pay in cash the amount of any State or Federal Sales or Use Tax applicable to this transaction.

Where interest is not specified in this Contract, it is understood that it shall be at the highest lawful rate.

Purchaser acknowledges that he has been advised as to the price and terms of purchase of the property; that he understands the terms hereof; and that he has elected the method of payment hereunder.

Said property is to be installed upon a parcel of land situated in the County of Nevada Eureka

State of Nevada owned by Alice H. Peters and more particularly described as:

Lots 1, 2, 7, 8, 9, 10, 15 & 16 Sec 29, T20N, R53E, MD Mer

subject to mortgages or deeds of trust held by

Said property above described is delivered subject to the following provisions:

1. PROMISSORY NOTES. At Seller's option, deferred payments hereunder shall be evidenced by a note or notes bearing interest at the rate of eight (8) percentum per annum. In such case, until such note and any renewals thereof or judgments thereon shall have been fully paid to Seller in cash with interest, costs and expenses and all of the provisions of this agreement complied with by Purchaser, neither acceptance nor negotiation of notes by Seller shall constitute payment hereunder or divest Seller of its retained title to the material and equipment herein described.

No transfer, renewal, extension or assignment of this contract or any interest hereunder or loss, injury or destruction of said equipment shall release Purchaser from its obligations hereunder.

2. TITLE. The goods shall be delivered to the Purchaser by the Seller, but title thereto shall not pass to the Purchaser until the purchase price, together with interest thereon, and all notes given to evidence the purchase price, or any renewal notes, shall be paid to the Seller in cash.

Said property shall remain strictly personal property irrespective of the manner of the annexation thereof to realty, the consequences of its being disturbed or removed, or the use to which it may be put; and title to said property, and to any and all additions or accessions thereto and substitutions therefor, shall remain in Seller or its assigns until Purchaser has completed payment of the purchase price, plus accrued interest, and fully performed all of the terms, conditions and covenants hereof. Purchaser shall take all steps required by law for the preservation of Seller's title, and nothing shall prevent Seller from removing said equipment, or to much thereof as Seller in its sole discretion may determine from the premises to which the same may be attached, in the event of any breach of contract by Purchaser.

Purchaser shall not sell, mortgage, pledge, or otherwise deal in said equipment or any part thereof, nor permit the same to be removed from the place where first installed, nor assign his interest in this Contract (in whole or in part) without Seller's prior written consent. The Seller may assign this contract at any time with or without notice to Purchaser, and the assignee or assignees hereof shall have all of the Seller's rights hereunder.

3. PREPAYMENT. The Purchaser may on five (5) days written notice to the Seller prepay any or all the installments payable under this agreement, together with all interest, charges or costs in connection therewith.

4. SELLER'S REMEDIES. Time is of the essence of this contract, and in the event that Purchaser (a) fails to make the payments, or any of them, required to be made hereunder; or, (b) otherwise defaults in the performance of any of the terms, covenants or conditions hereof; or, (c) sells or encumbers, or attempts to sell or encumber said equipment; or, (d) if a temporary or permanent Receiver or Trustee of Purchaser's property shall be appointed by any Court; or, (e) if proceedings in bankruptcy or insolvency shall be instituted by or against Purchaser; or, (f) if Purchaser is placed in liquidation by any Court; or, (g) if any petition shall be filed by or against Purchaser under any State or Federal law for the relief of debtors; or, (h) if the Purchaser makes an assignment for the benefit of creditors; or, (i) if any distress, execution, attachment, lien or any other encumbrance is levied against or imposed upon said equipment; or, (j) if Purchaser fails to pay all taxes assessed against said equipment before same becomes delinquent; or, (k) if for any other reason Seller shall deem itself, or the equipment, or any part thereof, to be insecure, unsafe or in danger of confiscation, misuse, destruction or damage hereunder, then and in any such event, Seller at its option, and without notice to Purchaser, may declare the whole amount unpaid hereunder immediately due and payable. In such case, Seller, at its option may forthwith exercise all rights conferred by law upon seller and, where permitted by law, (a) declare all Purchaser's rights under this contract terminated and take immediate possession of said equipment, no matter where it may be, free from all claims whatsoever, (including all additions or accession thereto and substitutions thereof), with or without notice or demand, by process of law or otherwise and without liability to Purchaser in damages or otherwise for so doing, and retain all payments theretofore made by Purchaser hereunder as liquidated damages and as compensation for the use and wear of said equipment, or (b) proceed to collect the unpaid balance of the purchase price then owing in such manner as Seller may elect. Seller may sell repossessed equipment as permitted by law, and where permitted by law may do so with or without legal procedure at private or public sale with or without notice and demand for payment, in such county and at such place as Seller may elect and with or without having the equipment at place of sale. Seller may bid upon and purchase said equipment at such sale, and the proceeds thereof shall be applied, as provided by law, and where permitted by law, the proceeds shall be applied first to expenses (including reasonable attorney's fee) incurred by Seller in repossessing, repairing, storing and selling said equipment, and second, to the payment of the balance due under this Contract or other indebtedness of Purchaser to Seller, and the surplus, if any, shall be paid to Purchaser. If the proceeds are not sufficient to reimburse Seller for said expenses and balance due, Purchaser shall forthwith pay the amount of the deficiency to Seller. Purchaser shall pay all expenses (including an attorney's fee not to exceed fifteen (15%) per cent of the amount due hereunder) incurred by Seller in collecting any sum or sums due hereunder or in repossessing said equipment, whether suit is filed or not. The aforesaid remedies of Seller shall be cumulative to all other rights or remedies now or hereafter given to Seller by law, whether for damages or otherwise, and Seller may enforce one or more remedies hereunder successively or concurrently.

5. SELLER'S LIABILITY. In the event that any new equipment furnished hereunder by the Seller proves defective under normal and proper use within one (1) year from date of shipment, Seller shall either correct the defect or furnish other parts free of charge to Purchaser except for freight or postage, provided that Purchaser gives Seller immediate notice of the defect and is not in default under this Contract at the time. However, Seller's liability for defective parts shall in no event exceed the furnishing of replacement parts as aforesaid, and materials and equipment shall be covered only by the guarantee of their manufacturer pending the payment in full of the purchase price. It is the obligation of the Purchaser to make all repairs and perform all maintenance on the equipment.

6. CONTINGENCIES. Seller shall not be liable to Purchaser for any loss or damage suffered by Purchaser, directly or indirectly, as a result of failure of Seller or its suppliers to perform, or delay in performing, any term, covenant or condition hereof, where such failure or delay is caused by fires, labor troubles (including strikes and lockouts), wars, embargoes, Government regulations, expropriation of plant by Federal or State authority, interruption of or delay in transportation, inability to obtain materials and supplies, accidents, explosions, Acts of God, or other causes of like or different character beyond control of Seller or its suppliers.

Until full payment of this purchase price, the Purchaser shall procure and carry insurance on the equipment in some solvent insurance company insuring it against all hazards with loss clause to protect Seller's interest in an amount not less than balance of debt. Proceeds of any insurance will be applied to debt.

7. CONSEQUENTIAL DAMAGES. Seller shall not be liable to Purchaser for loss, damage or injury to persons (including death), or to property or things of whatsoever kind (including but without limitation, loss due to diminution or failure of crops, or to injury to Purchaser's well from any cause) occasioned by or growing out of the installation, maintenance, use, repair or replacement of said equipment, nor for direct or indirect special or consequential damages of any kind or nature, however caused, which may be sustained by Purchaser, as a result of such installation, maintenance, use, repair or replacement, or as a result of a shortage of, or the condition of, the water in Purchaser's well. Purchaser shall indemnify and save the Seller harmless against all liability, cost or expense which may be sustained by Seller on account of any such loss, damage or injury, and shall defend any suits growing out of such installation, maintenance, use, repair or replacement and pay all costs, attorney's fees and judgments resulting from any such suit.

8. WAIVER. No waiver, expressed or implied, by Seller or the breach by Purchaser of any term, covenant or condition of this contract shall constitute a waiver of any subsequent breach, and acceptance of overdue payments hereunder shall not constitute a waiver of any breach except with respect to the payments so accepted. No extension of the time of payment or other indulgence granted to Purchaser shall operate as a waiver of any of Seller's rights hereunder.

9. BILL OF SALE. Upon full payment of the purchase price, the Seller, at Purchaser's request, shall execute to Purchaser an absolute Bill of Sale.

10. SUCCESSORS AND ASSIGNS. This Contract shall apply to and be binding upon the heirs, executors, administrators and successors of the Purchaser. All rights, agreements and covenants of this contract shall inure to the benefit of the Seller, its successors and assigns.

11. CONSTRUCTION. This Contract shall be construed in accordance with the uniform conditional sales law and shall not be deemed to limit the rights of any of the parties under such law or to be a waiver of any right under such law which cannot be waived by agreement of the parties, and the invalidity of any provision of this agreement under the laws of any State in which it is executed shall not affect any other provisions complying therewith and the terms hereof shall be deemed modified in accordance with local laws which shall be effective to define the parties' rights.

The Seller makes no representations or warranties in connection with this sale except as provided herein.

Executed in quadruplicate this 7th day of September 1965

PURCHASER Bruce A. Peters Alice H. Peters
ADDRESS Route 1, Box 667
Lakeport, California 95453

CONSENT OF OWNER AND/OR MORTGAGEE

(Owner and/or Mortgagee of Realty) hereby consents and agrees that the installation of the equipment conveyed under this Conditional Sales Contract in and upon the hereinabove described premises, shall in no sense be construed to be, or be made a fixture or improvement upon, or a portion of, the real estate, but, instead, it shall in all respects retain its character of personal property notwithstanding the manner in which it is annexed to the land and may be removed by the Seller and its assigns under the terms and conditions of this conditional sales contract.

OWNER AND/OR MORTGAGEE Bruce A. Peters
BY Alice H. Peters
ADDRESS

The within Contract and Consent of Owner and/or Mortgagee signed and accepted in quadruplicate this day of 9/22 1965
SELLER Harold H. Pump & Sons, Inc.
BY Steve P. Houchack
ADDRESS Box 23
15334 Curick, Mur.

ASSIGNMENT WITH FULL RECOURSE

For value received, the undersigned hereby sells and assigns with full recourse the within contract and all of its right, title and interest in Western Pump Company

and to the property subject thereto, unto hereinafter called the Company, and hereby guarantees the payment of all sums due or to become due under the within contract together with interest, attorney's fees, court costs and other expenses in connection therewith, and hereby consents that without further notice and without releasing the liability of the undersigned the holder of said contract may at his or her discretion give grace or indulgence in the collection of the same, grant extensions of time for the payment or performance of said contract, either before, at or after maturity, or increase or decrease the rate of interest. The undersigned warrants that the title to the property subject to said contract is in the undersigned; that the contract is genuine, that the Purchaser had capacity to contract; that the undersigned has the right to make this assignment; and that said property is free from liens and/or encumbrances.

The undersigned further agrees that the Company may proceed against the undersigned or any of them directly and independently of the Purchaser, and that the cessation of the liability of the Purchaser for any reason other than full payment, or any extension, forbearance, change of rate of interest, or acceptance, release or substitution of security, or any impairment or suspension of the Company's remedies or rights against the Purchaser shall not in anywise affect the liability of any of the undersigned hereunder.

The undersigned hereby guarantees to perform all of the obligations imposed upon it under the terms of the within Contract and will hold the assignee and any subsequent assignees harmless from any and all claims, demands, causes of action, expenses, costs or losses which may arise thereunder or under any other provisions of the said Contract or this Assignment.

The undersigned represents and states that said contract arose from the bona fide sale of the property described in said contract and that said property has been delivered into the possession of the Purchaser therein named.

SELLER Kawchek Pump & Well Service

BY Steve Kawchak (Title)

BY (Title)

BY (Title)

Dated: September 7, 1965

ASSIGNMENT WITHOUT RECOURSE

(Assignor to Financial Institution)

FOR VALUE RECEIVED, the undersigned does hereby sell, assign and transfer, without recourse, to all of its right, title and interest in and to the within contract and assignment thereof, the property therein described, and all moneys to become due thereunder, warranting that the contract and the assignment thereof to the undersigned are genuine, that the parties had capacity to contract, and that the undersigned has the right to make this assignment.

ASSIGNOR

BY

TITLE

DATED 19

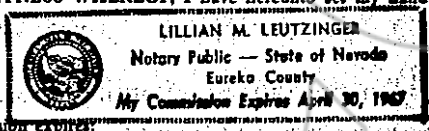
ACKNOWLEDGMENT BY INDIVIDUAL PURCHASER

STATE OF NEVADA } COUNTY OF BURKE COUNTY }

On this 29 day of SEPTEMBER in the year 1965 before me LILLIAN LEUTZINGER

personally appeared BRUCE A. and ALYON PETERSON, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Lillian M. Leutzinger NOTARY PUBLIC Residing at BURKE, NEVADA

My commission expires:

ACKNOWLEDGMENT BY PARTNERSHIP PURCHASER

STATE OF } COUNTY OF }

On this day of in the year before me

personally appeared known to me to be

one of the partners in the partnership of and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC

Residing at

My commission expires:

ACKNOWLEDGMENT OF CORPORATE PURCHASER

STATE OF _____
COUNTY OF _____

On this _____ day of _____ in the year _____ before me _____
personally appeared _____, known to me to be
the _____ of the corporation that executed the above instrument and acknowledged to
me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires: _____

NOTARY PUBLIC

Residing at _____

ACKNOWLEDGMENT BY INDIVIDUAL MORTGAGEE

STATE OF _____
COUNTY OF _____

On this _____ day of _____ in the year _____ before me _____
personally appeared _____, known to me to be
the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for the purposes therein set
forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires: _____

NOTARY PUBLIC

Residing at _____

ACKNOWLEDGMENT BY PARTNERSHIP MORTGAGEE

STATE OF _____
COUNTY OF _____

On this _____ day of _____ in the year _____ before me _____
personally appeared _____, known to me to be

one of the partners in the partnership of _____ and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he ex-
ecuted the same in said partnership name for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires: _____

NOTARY PUBLIC

Residing at _____

ACKNOWLEDGMENT BY CORPORATE MORTGAGEE

STATE OF _____
COUNTY OF _____

On this _____ day of _____ in the year _____ before me _____
personally appeared _____, known to me to be

the _____ of the corporation that executed the above instrument and acknowledged to
me that such corporation executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires: _____

NOTARY PUBLIC

Residing at _____

For value received, I hereby guarantee the payment
of the within contract when due, or at any time there-
after, and consent to any extension of time or renewal,
waiving notice of non-payment, demand and protest.

CONDITIONAL SALE
CONTRACT

BETWEEN

Kawchek Pump & Well Service

Conditional Seller

AND

Bruce A. and Alice Peters

Conditional Purchaser

Dated September 7, 1965

41334

Filed for Record on
At the Request of Steve Kawchak
October 5, 1965

40 min. per 3' of rock

P. M., and recorded in Vol. 8

Official
Records, page 531-534

Eureka County,

Michelle A. McPart
Recorder

By _____ Deputy

Fee 8.35