

Documentary Transfer Tax \$ 573.0
 Computed on full value of property conveyed, or
 Computed on full value less liens and encumbrances re-
maining thereon at time of transfer.

Under penalty of perjury:

Robert E. Brooks
Signature of declarant or agent
determining tax-firm name

62429

AGREEMENT OF SALE

1. Parties. Agreement made between ROBERT E. BROOKS and IONE L. BROOKS, husband and wife, hereinafter referred to as "Seller", and DUARD D. LAWLEY and JUDY LAWLEY, husband and wife, and R. D. MCKINNEY and WANDA MCKINNEY, husband and wife, hereinafter referred to as "Buyer".

2. Sale. The Seller agrees to sell and convey and the Buyer agrees to purchase the real property situated in Eureka County, State of Nevada, described as:

Township 31 North, Range 49 East, Mount Diablo Base and Meridian Section 33: All excepting all rights to petroleum, oil, natural gas and products derived therefrom heretofore reserved in the Southern Pacific Company pursuant to that certain Deed from Southern Pacific Company to Martin T. Magnuson, et al, recorded April 23, 1959, in Book 25, Page 290 of Deeds, records of said County and State;

together with all rights, privileges and appurtenances thereunto belonging or in anywise appertaining.

3. Purchase Price. The purchase price for the property shall be \$52,000.00, payable as follows:

A. \$2,000.00 which has previously been paid by the Buyer, the receipt of which is hereby acknowledged by the Seller.

B. \$8,000.00 to be paid upon delivery of possession of the property to the Buyer.

C. The balance, to-wit the sum of \$42,000.00, shall be payable in annual installments of \$4,277.79 including interest. The first annual installment shall be due on October 24, 1977, and a like payment shall be due on or before October 24, of each year thereafter.

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1 The deferred balance shall bear interest at the rate of eight
2 percent (8%) per annum from October 24, 1976. The Buyer shall have
3 the right to make prepayments upon the principal balance at any
4 time after January 1, 1977, without penalty.

5 4. Partial Releases. At such time as the principal
6 balance due on this agreement shall be reduced to \$28,750.00 or less,
7 the Buyer shall have the right, at its option, to obtain a deed,
8 free and clear of this agreement, to one square quarter of the land
9 herein conveyed as described in the Government survey. At such time
10 as the principal balance due hereunder shall have been reduced to
11 \$17,000.00, the Buyer shall have the right to obtain a deed, free
12 and clear of this agreement, of one additional quarter. To
13 effectuate the purposes of this paragraph, Seller shall deposit with
14 the escrow holder separate deeds to each of the four quarters of the
15 property herein transferred.

16 5. Possession. Possession of the above-described premises
17 shall be transferred to the Buyer on October 24, 1976. All rents,
18 insurance premiums, interest and taxes shall be prorated as of said
19 possession date.

20 6. Title Insurance. Seller hereby agrees to obtain, at
21 its own expense, a policy of title insurance upon the property in
22 the face amount of \$52,000.00, which title policy shall be deposited
23 with the escrow holder to be delivered to the Buyer upon completion
24 of all of the terms and conditions of this agreement.

25 7. Covenant Against Liens. Buyer agrees that until the
26 purchase price is paid in full, it will keep all accounts, notes and

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1 bills payable and all taxes, levies and assessments promptly paid
2 and will not permit liens to be attached against said property as a
3 result of nonpayment of any thereof. In the event of nonpayment of
4 taxes, insurance or other similar items, Seller may pay the same and
5 add the amount thereof to the balance owing under this agreement,
6 and the Buyer shall, forthwith upon demand, repay all amounts so
7 paid by Seller.

8 8. Waste. Until the unpaid principal and interest shall
9 have been paid in full by the Buyer to the Seller, Buyer shall keep
10 the property and improvements thereon in good condition and repair,
11 reasonable wear and tear excepted. Buyer shall permit no open pit
12 mining or other destruction of the land without the written consent
13 of the Seller first being obtained.

14 9. Inspection. The Buyer purchasing this property has
15 inspected the same as to the amount of land in cultivation,
16 prevalence of rocks, noxious weeds and other objectionable features
17 and is relying upon its own judgment and not upon the representations
18 of the Seller. The Seller has made no representations concerning
19 the premises to the Buyer other than that the Seller has title to
20 the property.

21 10. Nonassignability. The Buyer shall not assign its
22 rights under this agreement without the written consent of the
23 Seller first being obtained. The Seller shall not unreasonably
24 withhold such written consent.

25 11. Escrow. This agreement, together with four executed
26 Warranty Deeds to the four quarters of the premises and the title

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1 insurance policy shall be deposited in escrow with Idaho Bank and
2 Trust Company of Twin Falls, Idaho, with instructions to the escrow
3 agent to receive the principal and interest payments as prescribed
4 above, and upon completion of payments in accordance with the terms
5 and conditions of this agreement, the escrow agent will be instructed
6 to deliver this agreement and other papers held in escrow to the
7 Buyer herein. The escrow agent will also be instructed to deliver
8 the deeds to one or two quarters of this property upon the request
9 of the Buyer if all of the terms and conditions of this agreement
10 for such release have been met. Escrow expenses will be divided
11 equally between the Buyer and the Seller.

12 12. Default. If the Buyer shall fail to pay the install-
13 ments due on this agreement, or fail to perform all the terms and
14 conditions of this agreement to be kept by it, then:

15 A. The Seller may elect to declare this agreement termi-
16 nated, together with all rights of the Buyer to remain in possession
17 of the premises or to complete the purchase hereof. The Seller shall
18 be entitled to retain as rental for the use of said premises all the
19 sums paid on the purchase price, including any sums expended by the
20 Buyer as payment of taxes, insurance, levies and assessments,
21 together with any improvements Buyer may have made to said premises.
22 The right of termination shall be exercised by giving notice to the
23 Buyer, in writing, of the breach or breaches of this agreement relied
24 upon by the Seller as justifying such termination, with a copy
25 thereof to the escrow holder. Unless such breach or breaches are
26 corrected within thirty (30) days of the date of giving such notice,

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1 the termination shall be complete.

2 B. In the alternative, the Seller may, after like notice,
3 declare the entire unpaid balance of the purchase price to be
4 immediately due and payable.

5 C. The remedies provided herein are optional only. The
6 Seller may, at its option, use other remedies available to it by the
7 laws of the State of Nevada.

8 D. Interest on the unpaid principal balance shall increase
9 to ten percent (10%) upon the Buyer's giving notice of default and
10 shall continue at that rate until the default is cured.

11 13. Litigation Expense. In any litigation between the
12 Buyer and the Seller concerning their respective rights and obliga-
13 tions hereunder, the prevailing party shall be entitled to a judgment
14 for its expenses and attorneys' fees therein reasonably incurred,
15 in addition to other relief awarded.

16 14. Time. Time is of the essence of this agreement.

17 15. Notices. All notices shall be sent by certified mail
18 to the parties. All notices shall be deemed to have been given on
19 the date they are received by the parties to be notified.

20 16. Number and Gender. All words used herein in the
21 singular number shall extend to and include the plural. All words
22 used in the plural number shall extend to and include the singular.
23 All words used in any gender shall extend to and include all genders.

24 17. Binding Effect. The provisions of this agreement and
25 the terms and conditions hereof shall be binding upon and inure to
26 the benefit of the heirs, personal representatives, successors and

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1 assigns of the parties hereto.

2 IN WITNESS WHEREOF, The parties hereto have signed this
3 agreement.

4 "SELLER"

5 Robert E. Brooks
6 Robert E. Brooks

7 Ione L. Brooks
8 Ione L. Brooks

9 "BUYER"

10 Dward D. Lawley
11 Dward D. Lawley

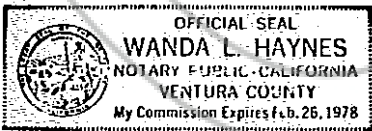
12 Judy Lawley
13 Judy Lawley

14 R. D. McKinney
15 R. D. McKinney

16 Wanda McKinney
17 Wanda McKinney

18 STATE OF CALIFORNIA)
19 County of Ventura) ss.

20 On this 29th day of September, 1976, before me, the
21 undersigned, a Notary Public for said County and State, personally
22 appeared Robert E. Brooks and Ione L. Brooks, husband and wife,
23 known to me to be the persons whose names are subscribed to the
24 foregoing instrument, and acknowledged to me that they executed
25 the same.



26 Wanda L. Haynes
Notary Public for California
Residing at:

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P. O. Box 508
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1 STATE OF IDAHO)
2 County of Twin Falls.) ss.

3 On this 4th day of November, 1976, before me, the
4 undersigned, a Notary Public for Idaho, personally appeared Duard D.
5 Lawley and Judy Lawley, known to me to be the persons whose names
6 are subscribed to the foregoing instrument, and acknowledged to me
7 that they executed the same.

8 *Paul M. Beeks*
9 Notary Public for Idaho
10 Residing at Twin Falls

11 STATE OF IDAHO)
12 County of Twin Falls.) ss.

13 On this 4th day of November, 1976, before me, the
14 undersigned, a Notary Public for Idaho, personally appeared R. D.
15 McKinney and Wanda McKinney, known to me to be the persons whose
16 names are subscribed to the foregoing instrument, and acknowledged
17 to me that they executed the same.

18 *Paul M. Beeks*
19 Notary Public for Idaho
20 Residing at Twin Falls



21
22
23 RECORDED AT THE REQUEST OF First American Title Co. of Nevada
24 on November 15 1976 at 02 mins. past 8 A.M. hr.
25 Book 57 of OFFICIAL RECORDS, page 248-254 RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
26 No. 62429 Fee \$ 9.00

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