

C.E. Morse, )  
and ) AGREEMENT.  
W.J. Robinson.)

MEMORANDUM of agreement made and entered into this 13th day of April, A.D. 1920, by and between C.E.MORSE of Eureka, Eureka County, Nevada, party of the first part, and W.J.ROBINSON, of Salt Lake City, Utah, Party of the second part, WITNESSETH:

That, for and in consideration of the sum of one Dollar to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, and for the further consideration of the covenants and stipulations herein set forth, by both parties hereto to be done and performed, NOW THEREFORE, be it agreed that

The party of the first part herein agrees to sell, and the party of the second part herein agrees to buy the "Liberty Lode Patented Mining claim, situate, lying and being in the Eureka Mining District, Eureka County, Nevada, and more particularly bounded and described as follows, to wit:

Beginning at corner No.1, a post marked No.1 U.S.Survey, No.257, from which U.S.Mineral monument No.7, on Home Ticket Bluff bears North six (6) degrees East at the distance of nine hundred and eighty one (981) feet, and the mouth of the Liberty tunnel, bears South eight (8) degrees West, at the distance of eight hundred and fifty six (856) feet. Thence from said corner No.1, South one (1) degree fifteen (15) minutes west, one hundred and fifty (150) feet to post No.7 of lot 172, patented to J.Mendes et al, with their claim upon the Silver King Lode; eleven hundred and ten (1110) feet to Corner No.2, a post marked No.2, U.S.Survey No.257; thence North eighty eight (88) degrees, forty five (45) minutes West two hundred (200) feet to corner No.3, a post marked No.3 U.S.Survey No.257;

Thence North one (1) degree fifteen (15) minutes east, eleven hundred and ten feet (1110) feet to corner No.4, a post marked No.4, U.S. Survey No.257; Thence south eighty eight (88) degrees, forty five minutes East, two hundred (200) feet to the place of beginning, containing five and ten hundredths (5 10/100) acres of land, more or less, and embracing eleven hundred and ten (1110) linear feet of the said Liberty Lode.

for the sum of Four Thousand Dollars (\$4000) lawful current money of the United States of America, payments to be made as follows; One Hundred Fifty Dollars (\$150) on or before the Tenth day of May, A.D. 1920; and the further sum of One Hundred Fifty Dollars (\$150) on or before the tenth day of each succeeding month, until the entire purchase price is paid.

It is mutually understood and agreed that should second party default in any of the said payments on the tenth day of the month on which the same becomes due, and such default shall continue thereafter for a period of sixty (60) days, then, upon the expiration of the said sixty days of such default, the party of the first part herein may declare the sale forfeited and this agreement of nor further force or effect; and further, in event of such default, then said party of the second part herein forfeits and loses to said first party all payments made hereunder prior to such default;

It is further agreed that said party of the first part herein shall at once execute a proper quit claim deed to the said mining property, naming as grantee therein the EUREKA NEVADA MINING COMPANY, and deliver said deed in escrow to the COLUMBIA TRUST COMPANY of Salt Lake City, Utah, to be delivered to the said grantee therein named upon the final payment of said purchase price; said final payment to be determined by the said Columbia Trust Company by deducting from the total amount to be paid, the amounts paid as shown by receipts of said first party given to the Eureka-Nevada Mining Company.

It is further agreed that the monthly payments to be made to said party of the first part herein shall be made in the town of Eureka, Nevada, or at whatever address the said party of the first part shall designate from time to time to said party of the second part herein.

It is further understood and agreed that this agreement and each provision hereof is binding upon the parties hereto, and upon their heirs, executors, administrators, or assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 13th day of April, A.D. 1920.

C.E. Morse (SEAL)

W.J. Robinson (SEAL)

State of Nevada )  
:SS  
County of Eureka )

On this 19th day of April, A.D. 1920, personally appeared before me, a Notary Public, in and for said Eureka County, C.E. Morse, and W.J. Robinson, personally known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

(Notarial Seal)

Edna Covert Plummer  
Notary Public.

Recorded at the Request of Story & Steigmeyer Feb. 1, A.D. 1922 At 35 minutes past 9 A.M.

Edgar Eather---Recorder

By Peter Merialdo---Deputy.