

Fritz Walti, )  
to ) Agreement.  
Tony Romano. )

*This agreement is hereby cancelled  
and made void.  
Dated: May 10-1934.* Fritz Walti  
Tony Romano.

A G R E E M E N T

This agreement made this Fourth Day of November A.D. 1932 by and between Fritz Walti, Party of the First Part and Tony Romano, Party of the Second Part, both of Cortez, Eureka County, Nevada,

WITNESSETH:

The Party of the First Part for the sum of One Dollar, receipt of which is hereby acknowledged and in consideration of the covenants and agreements on the part of the party of the Second part hereinafter contained, does hereby agree to sell, convey, set over and assign to the said Second Party, his heirs, or assigns forever, the following described property, to wit:

The Odair Patented Mining Claim, survey #37

The Keystone Patented Mining Claim survey #38 both claims being situated in Sections 26 and 27.

Also all mining machinery, mill, buildings, water and water rights, hereditaments and appurtenances, thereto in Section 27 all being in Township #24 N. Range 48 E. M.D.M. Meridian, Nevada, in the Roberts Mining District, Eureka County, Nevada.

The party of the Second Part hereby agrees to develop and mine the property and pay to the party of the First Part the sum of THREE THOUSAND DOLLARS (\$3000.00) within a period of Twenty Four months from date. It is agreed that Ten per cent (10%) of the net smelter returns will be applied on purchase price and deed will be conveyed at such time as payment in full is made.

It is agreed that smelter receipts shall be kept on file for inspection of party of First Part or his agents.

In the event the party of the Second Part fails to pay the sum stipulated, he shall leave the property and buildings in as good repair as now found, reasonable wear and tear excepted and in such event party of the Second Part shall leave upon the property one ore Crusher, but all machinery installed by Second party may be removed by said Second Party.

Inasmuch as it appears it would be to the mutual interests of the parties hereto to make amended locations in the immediate vicinity, it is hereby agreed that such locations as deemed best will be made within a reasonable time and necessary work done thereon, said locations to be made in the name of Party of the First Part and in such event, the price and terms of this agreement shall in no way be affected and all claims which may be located are hereby conveyed by Party of First to party of Second Part.

In the event that at any time any word or part of this agreement should be adjudged invalid it shall in no way affect any other part hereof or the general meaning of this agreement.

Time is the essence of this agreement.

WITNESSES

Wm. Walti  
A.R. Lawn

Fritz Walti

FIRST PART

Tony Romano

SECOND PART

Recorded at the request of Tony Romano July 8, A.D. 1933 At 50 minutes past 2 P.M.

Peter Merialdo---Recorder.