

File No. 21021.

J.D. Jacobs, to C.P. Hughes, O.E.Vance, J.L.Bay and M.L.Rogers.) Agreement.

AGREEMENT OF SALE.

THIS AGREEMENT MADE AND ENTERED INTO this 7th day of December, 1934, by and between J.D. JACOBS, of Denver, Colorado, hereinafter called the party of the first part and C.P. HUGHES, O.E.VANCE, J.L.BAY and M.L. ROGERS, as partners with equal interest, hereinafter called the parties of the second part.

WITNESSETH

That for and in consideration of One (\$1.00) Dollar, cash in hand paid to party of the first part, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter mentioned to be kept and performed by the parties hereto, it is agreed as follows:

The party of the first part covenants and agrees to assign, sell and convey, and by these presents does hereby assign, sell and convey to the party of the second part, all of his right, title and interest in and to that certain LEASE AND OPTION TO PURCHASE agreement made and executed the 30th day of August 1934, Recorded in Book E Miscellaneous, Page 61 of the records of Eureka County, Nevada, and covering the premises situate, lying and being in the Diamond Mining District, near Eureka, Nevada, in the County of Eureka, State of Nevada, and more particularly described as follows, to-wit:

- SILVER BELL lode mining claim, unpatented; SILVER BELL No.1 lode mining claim, unpatented; SILVER BELL No.2 lode mining claim, unpatented; SILVER BELL No.3 lode mining claim, unpatented; SILVER BELL No.4 lode mining claim, unpatented; SPRUCE lode mining claim, unpatented,

together with all the buildings, mining machinery, equipment and all other improvements thereto, and used for the purpose of mining and removing ore and minerals.

Party of the first part specifically represents and warrants that at the date of this agreement the following named persons are his "Associates," in and under the terms of the original lease and option to purchase above referred to, to-wit:

O.E. VANCE, J.L. BAY and M.L. ROGERS.

That the party of the first part and his "Associates" each hold an undivided one-fourth interest in and to said original lease and option to purchase and the property therein described, and that there are no other, additional, or unknown "Associates," who have any interest in or to said original lease and option.

Party of the second part agrees that if it is successful in developing the above described mining claims to the extent that ore can be mined and shipped whereby a profit may be obtained, and only in such event, it will pay the party of the first part the sum of Two Hundred (\$200.00) Dollars for said property and machinery or equipment, said payments to be made to party of the first part by the smelting company at the rate of Ten (10%) Percent of the net smelter returns.

IT IS MUTUALLY AGREED That in the event the parties of the second part are unable to successfully operate the above described mining claims and are obliged to abandon the venture, no compensation will be paid to or demanded by the party of the first part, and no liability for rent, or compensation will be placed on the parties of the second part.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, that the party of the second part, its agents, or successors, may, at any time, remove any and all machinery and equipment they may place upon the above described claims, and the party of the first part hereby consents to such action.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

J.D. Jacobs Party of the first part. SEAL C.P. Hughes M.L. Rogers J.L. Bay Parties of the second part.

STATE OF COLORADO )  
CITY AND COUNTY OF DENVER.) SS.

On this 7th day of December, 1934, personally appeared before me, a Notary Public in and for the City and County of Denver; C.P.HUGHES, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely, and voluntarily, and for the uses and purposes therein mentioned.

(Notarial Seal)  
My Commission Expires: March 17-1935.

Margaret Stepp  
Notary Public.

STATE OF COLORADO )  
CITY AND COUNTY OF DENVER.) SS.

On this 29 day of January, 1935, personally appeared before me, a Notary Public in and for the City and County of Denver; J.D. JACOBS, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

(Notarial Seal)  
My Commission Expires: Sept. 29th 1938.

William H. Zook  
Notary Public.

STATE OF COLORADO )  
CITY AND COUNTY OF DENVER.) SS.

On this 29 day of January, 1935, personally appeared before me, a Notary Public in and for Denver City & County; J.K.BAY, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely, and voluntarily, and for the uses and purposes therein mentioned.

(Notarial Seal)  
My Commission Expires: Sept. 29-1938.

William H. Zook  
Notary Public.

STATE OF COLORADO )  
City and COUNTY OF Denver.) SS.

On this 29 day of January, 1935, personally appeared before me, a Notary Public in and for Denver City & County; M.L.ROGERS, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely, and voluntarily, and for the uses and purposes therein mentioned.

(Notarial Seal)  
My Commission Expires: Sept. 29-1938.

William H. Zook  
Notary public.

Recorded at the request of C.E. Vance Apr. 12 A.D. 1935 At 30 minutes past 1 P.M.

Peter Merialdo----Recorder.