

Beaver Crown Consolidated Mining Co., )

to

E.H.Seymour:

CONTRACT OF SALE MADE IN DUPLICATE.

This agreement made in duplicate this 3rd day of June 1936, by and between BEAVER CROWN CONSOLIDATED MINING CO. a Corporation of the State of Utah, hereinafter designated as SELLER, and E.H.SEYMOUR, of Nevada, hereinafter designated as BUYER.

WITNESSETH: That the Seller for the consideration herein mentioned agrees to sell and convey to the Buyer, and the Buyer for the consideration herein mentioned agrees to purchase the following described real and personal property situate in the County of Eureka, State of Nevada, to-wit:

"Bald Eagle" Survey No.4527; "Great Divide" Survey No.4393;"Big Six No.3" Survey No. 4332; "South Slope Fraction" Survey No.4392; "July" survey No.4528; and "Holt" Survey No.4422; "Gold Quartz"; "Gold Quartz No.1"; "Gold Quartz No.2"; "Gold Quartz No.3" Lode Mining Claims. All in Lynn Creek Mining District, Eureka County, Nevada.

Also two emery wheels; one Vernier sand pump 3 inch discharge; 1 crusher 9 by 6 inches; 20 pulleys various sizes; 200 ft line shafting; 400 ft of belting; 10 boxings for line shaftings; 1 fuel oil storage tank 1280 gallons; 1 dorr thickener complete with structure, 10 by 22 ft.tank; 2 amalgamation plates 2by 4 ft. 4000 ft. of 2 inch pipe line. All of said personal property, as is, this day transferred by the Buyer to the Seller. 1 forge one anvil; 1 vice; 1 screw jack;

2 stetson wrenches; 1 stetson wrench 24 inches; 2 mine cars; 1 cooking outfit for camp, dishes, pots and pans and 5 chairs.

Said buyer hereby agrees to pay for said property the sum of Fifteen Thousand Dollars (\$15,000.) Payable on the following specific terms and conditions. The Buyer has this day transferred to the Seller, by bill of sale, the personal property above mentioned and given a quitclaim deed to the four "GOLD QUARTZ" lode mining claims above mentioned and the Seller hereby accepts the same as and for the down payment on the purchase price, at the sum of Twenty Five Hundred Dollars (\$2500.) The balance of the said purchase price is to be paid in cash as follows.

One Hundred Dollars (\$100.) is to be paid on or before sixty days from date hereof. One Hundred Dollars (\$100.) is to be paid on or before 120 days from date, and Three hundred Dollars, making a total of \$500. is to be paid on or before Jan. 1st, 1937. Another five hundred dollars (\$500.) is to be paid on on before June 1st 1937, and the sum of Five Hundred Dollars (\$500.) is to be paid every three months after June 1st 1937, until the full amount of the purchase price is paid.

It is specifically understood and agreed that if the Buyer should make payment in full on or before One Year from the date hereof, he will be allowed a discount of (\$2500.) Twenty Five Hundred Dollars, making the total purchase price if paid within one year from date hereof, Twelve Thousand Five Hundred Dollars (\$12,500.00).

The Buyer is to have immediate possession of said property, and is to work and mine said property in a first class workman like manner performing not less than eighty shifts per month.  
ROYALTIES.

It is further understood and agreed that pending the final payment of the purchase price of said property, the Buyer is to pay the Seller, royaltys on all ore that may be taken from said property, as follows. Ten per cent (10%) on all ore of the value of \$15. per ton or less; Fifteen Per Cent (15%) on all ores running in value over \$15. per ton and not to exceed (\$30.) Thirty Dollars per ton; Twenty Per Cent (20%) on all ores running in value over \$30. per ton and not to exceed Fifty Dollars (\$50.) per ton, and Twenty Five Per cent on all ores running in value in excess of \$50. per ton. Said royalties to be paid on the Net Proceeds of the ores either milled or smelted, and all shipments of ore to either mill or smelter are to be made in the name of the Seller with instructions payments for same to be made the Seller for the amount of Royalties due it, and the balance to the Buyer.

It is further agreed that should the Buyer himself mill any of the ore taken from the said property, by using his own custom mill, no greater cost for such milling will be charged than it would cost to have any other Milling Company do it.

All sums that have been paid in Royalties shall apply on said purchase price, but should the Buyer default in any of the terms of this contract and fail to make the payments herein provided for, and thereby forfeit his rights under this contract, all sums that have been paid, and all payments that have been made of every kind and nature, shall be forfeited as liquidated damages.

It is further understood and agreed that the Buyer, at his own expense, shall do and perform all assessment work necessary to hold any of the said mining claims that are not patented, and shall make proper record of such work done, and shall pay all taxes assessed against the said property which may become due after the date of this contract, and pending its final termination.

Upon payment of the full purchase price herein provided for, as herein provided, the Seller will execute and deliver to the Buyer a good and sufficient deed and bill of sale to all of the property herein mentioned.

In the event of a failure to comply with the terms hereof by the Buyer, or upon his failure to make any payments when the same shall become due, the Seller shall at its option, be released from all obligations of law and equity to convey said property, and the said Buyer shall forfeit as liquidated damages, all payments which have been made theretofore on this contract, and the

Buyer agrees that the Seller may, at its option, re-enter and take possession of said property without legal process as in its first and former estate, together with all improvements and additions made by the Buyer thereon, and the said additions and improvements shall remain with the property and become the property of the Seller. It is agreed that time is of the essence of this agreement.

It is understood and agreed that this contract and all its terms shall apply to and be enforceable by the heirs, executors, administrators and assigns of the parties hereto.

It is hereby expressly understood and agreed by the parties hereto that the Buyer accepts the said property in its present condition and will keep same in good condition as at present, reasonable wear and tear thereof and damages by the elements excepted, and that there are no representations covenants, or agreements between the parties hereto with reference to the said property except as herein specifically set forth.

The Buyer and Seller each agree that should they default in any of the covenants and agreements contained herein, the one so defaulting shall pay all costs and expenses that may arise from enforcing this agreement, either by suit or otherwise, including a reasonable attorney's fee.

IN WITNESS WHEREOF the parties to this agreement have hereunto set their names and the Seller has hereunto affixed its seal, the day and year first above written.

Beaver Crown Consolidated Mining Co.,  
a Corporation.

By C.S.Martin, President  
R.M.Holt, Secretary.  
Seller.

(CORPORATE SEAL)

Witness.

Harvey H. Cluff

E.H. Seymour

Buyer.

State of Utah.

County of Salt Lake. SS.

On this 3rd day of June 1936 personally appeared before me a Notary Public in and for the County of Salt Lake, State of Utah, C.S. Martin and R.M.Holt, known to me to be the President and Secretary respectively of the Corporation that executed the foregoing instrument, being a contract of sale, consisting of three pages besides this, and upon oath did depose that they are officers of the said Corporation as above designated; each for himself did say that he is acquainted with the seal of said Corporation, and that the seal affixed to said instrument is the Corporate seal of said Corporation; that the signatures to the said instrument were made by the officers of the said Corporation as indicated after said signatures and that the said Corporation executed said instrument freely and voluntarily, and for the purposes and uses therein mentioned; that said instrument was signed by said parties as such officers, by authority of an order duly passed by the Board of Directors of said Corporation; that they each know the signature of E.H.Seymour who also signed said instrument and they saw him sign same freely and voluntarily and for the purposes and uses therein stated.

C.S. Martin  
R.M. Holt

(Corporate Seal)

Subscribed and sworn to before me this 3rd day of June, 1936.

(Notarial Seal)

My Com. Expires Sept. 28th, 1938.

L.E. Cluff

Notary Public

Residing at Sale Lake City, Utah.

Recorded at the request of E.H.Seymour June 15, A.D. 1936 At 30 minutes past 1 P.M.

Peter Merialdo----Recorder.