

File No. 22257.

B.A. Asner, F.H. VanVolkenburg,)

to

BOND AND LEASE

J.W. Boulware.)

BOND AND LEASE

KNOW ALL MEN BY THESE PRESENTS, that B.A. ASNER, and F.H. VAN VOLKENBURG, of Reno, Nevada, parties of the First Part, are held and firmly bound unto J.W. BOULWARE, of Eureka, Nevada, party of the second part, in the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), lawful money of the United States, for the payment of which sum well and truly to be made by the parties of the First Part to the party of the Second Part, his heirs, executors, administrators, or assigns, the parties of the First Part hereby bind themselves, their heirs, executors, administrators, and assigns, firmly by these presents.

WHEREAS, the above-bounden parties of the First Part, on the day of the date hereof, have agreed to buy from the said party of the Second Part the following described property, situate in Four Mile Canyon, in the County of Eureka, State of Nevada, consisting of four mining claims, known as PRYAMID HILL, JOHNIE DEAR, FOUR MILE CANYON MINE, and JO DARLING, for the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), which said sum is to be paid to the party of the Second Part, in the following manner, to-wit:

FIVE THOUSAND DOLLARS (\$5,000.00) on or before October 1, 1938, FIVE THOUSAND DOLLARS (\$5,000.00), on or before March 1, 1939, and FIFTEEN THOUSAND DOLLARS (\$15,000.00), on or before the end of two years from the date of this document.

Upon the completion of the aforesaid payments, the party of the Second Part shall forthwith deliver a good deed of the above mentioned properties to the parties of the First Part.

IT IS FURTHER AGREED that the party of the Second Part is to receive from the parties of the First Part, Ten Per Cent (10%) on all smelter returns and the above mentioned Ten Per Cent (10%) shall apply on the above TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), as part payment.

IT IS FURTHER AGREED that the parties of the First Part shall enter upon and start work on this property, or any part thereof, before November 1, 1937, and shall do at least fifty shifts of work per month while weather conditions are favorable, and

IT IS FURTHER AGREED that the party of the Second Part will accept road work instead of the mine work required as above stated.

NOW, THEREFORE, the condition of the above obligation is such that, if the parties of the First Part, or their representatives or assigns, shall fail to comply with the terms of the aforesaid agreement or any of them, time being of the essence thereof, then this obligation shall be null and void, otherwise remain in full force and effect, and in case of such failure all sums paid as aforesaid shall be retained by the party of the Second Part as liquidated damages, and the parties of the First Part shall forthwith surrender possession of the said premises.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 1st day of October, 1937.

B.A. Asner

F.H. Van Volkenburg
Parties of the First PartJ.W. Boulware
Party of the Second Part.

STATE OF NEVADA,)
County of Washoe.) ss.

On this 1st day of October, A.D. one thousand nine hundred and Thirty Seven personally appeared before me, L.S. Reese, a Notary Public in and for said County of Washoe, B.A.Asner and F.H.VanVolkenburg known(or proved) to me to be the persons described in and who executed the annexed instrument, who acknowledged to me that they executed the same, freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office in the County of Washoe, the day and year in this Certificate first above written.

(Notarial Seal)

My commission expires April 4, 1940.

L.S. Reese

Recorded at the Request of B.A. Asner Oct. 20, A.D. 1937 Zt 30 minutes past 1 P.M.

Peter Merialdo----Recorder.