

A.M. Hart and R.G. Hart, )  
 to ) Agreement.  
 Harry Kibler and Herbert Kibler.)

File No.26553.

A G R E E M E N T

THIS AGREEMENT, made and entered into this 30th day of October, 1946, by and between A.M. HART and R.G. HART, of Ventura, California, parties of the first part, and HARRY KIBLER and HERBERT KIBLER of Mina, Nevada, parties of the second part,

W I T N E S S E T H:

The parties of the second part agree to purchase from the parties of the first part the following mining property on the following terms:

Price of property, \$6,000.00, on a three year bond and lease.

Description of mining property: Two placer mining claims and the Holt patent, Bonanza-Bonanza No.1 and the Holt patent No. 4422. All property is situated on Lynn Creek, Lynn Mining District, Eureka County, recorded in Eureka County Seat of Eureka County.

The parties of the second part agree to pay to the parties of the first part, \$350.00 as a down payment, and 50% of the gross output until the full payment of \$6,000.00 is paid. This applies on the East end of the claims from the new shooter, Easterly to East end line of claims. Parties of the first part agree to allow \$500.00 for the building of the new shooter and will credit the \$500.00 on the last and final payment; also the \$350.00 down payment, provided the new shooter is built on or before the 1st of January, 1947.

It is further agreed that if the shooter is not completed so as to use the season's water, then the parties of the second part will pay to the parties of the first part the sum of \$100.00 on or before the first of each and every month until they are in production.

Parties of the second part are to keep a non-liability notice posted on property at all times.

Parties of the first part agree to pay the taxes on the property, and also to have yearly work recorded.

If the parties of the second part fail to comply to the terms of this contract, it will be null and void.

If all parties are agreeable, extension of time will be granted, if needed.

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

A.M. Hart  
R.G. Hart  
 Parties of the First Part.

Harry Kibler  
Herbert Kibler  
 Parties of the Second Part.

STATE OF CALIFORNIA, )  
 ) ss.  
 COUNTY OF VENTURA. )

On this 6th day of November, 1946, before me, the undersigned, a Notary Public in and for the County of Ventura, State of California, residing therein, duly commissioned and sworn, personally appeared A.M. HART and R.G. HART, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.

(Notarial Seal)  
 My Commission Expires January 6th, 1948.

Genevieve Locke  
 Notary Public in and for the County of  
 Ventura, State of California.

STATE OF NEVADA, )  
 ) SS.  
 COUNTY OF ELKO. )

On this 30th day of October, 1946, personally appeared before me, a Notary Public in and for said County and State, R.G. HART, HARRY KIBLER and HERBERT KIBLER, known to me to be the persons described in and who executed the foregoing instrument, and 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 the day and year in this certificate last above written.

(Notarial Seal)

Margueritte Hoobler  
 Notary Public.

Recorded at the request of H.L. Kibler Feb. 18, A.D. 1947 At 0 minutes past 3 P.M.

Peter Merialdo ---Recorder.