

[illegible]

AGREEMENT

)

R E E M E N T

nto as of the 29 day of May, 1953, by and between R, husband and wife, and W. S. PETERSON and GWEN PE-
alled "First Parties", and MAX B. ARNOLD and GRACE C.
HENAU and ELSIE BUCHENAU, husband and wife, herein-

T N E S S E T H:

Dollar (\$1.00) in hand paid by Second Parties to
st Parties do hereby acknowledge, and in consideration
Second Parties hereinafter set forth, and by the said
, the said First Parties have granted, and by these
ies, a lease and option to purchase, together with
veloping and mining the hereinafter described premises
toring, removing, treating, transporting, owning and
mineral deposits, and ores therein; and the right to
for any and all of said purposes, including, but in
t, install, operate and maintain thereon roads, tracks,
telegraph and telephone lines, pipe lines, flumes,
amps, hoists, compressors, concentrators, mills, bins,
structures; all machinery, equipment, appliances and
re used or useful in the Second Parties' operations
n anyway thereto, or to any thereof, unless surren-
s and conditions hereof.

rights located in the Bullion Mining District, Eureka
are described as follows:

- umber 29, 1951, originally granted O. J. Streeter
au and Max B. Arnold, to the E-1/2 of Section
st, comprising 320 acres, more or less, (unre-
quently reassigned by said Peterson and Streeter
ct to the terms of an escrow agreement dated

- the mining claim in the NW-1/4 of Section 12, Township 12N, Range 10E, T12N, R10E, S14, originally located by O. J. Streeter and W. S. Peter-
to Max B. Arnold and H. J. Buchenau, subject to
escrow agreement of May 29, 1953;

and of said amounts and agreements to be paid, kept
is hereby mutually covenanted and agreed by the par-
ties, to-wit:

the Second Parties shall have the exclusive right to take possession thereof, and to explore, mine and develop any and all types of work thereon or therein to the Parties' sole discretion is deemed advisable or proper. Parties in or on the mining claims and mining property in good and minerlike fashion. Nothing herein shall prevent the annual assessment work while this agreement, and effect.

2. The consideration for this agreement shall be the same as that set forth in the escrow agreement of May 29, 1953, between the parties hereto. The pertinent sections of said agreement relating to the manner of payment are quoted and incorporated herewith:

You are hereby authorized and instructed as escrow agent to hold the foregoing documents until the undersigned, to-wit, Oscar J. Streeter (also known as O. J. Streeter) and Jessie D. Streeter, husband and wife, and W. S. Peterson and Gwen Peterson, husband and wife, have received the total sum of \$40,000.00, which sum is payable as follows: \$2,000.00 has heretofore been paid, and the receipt whereof is hereby acknowledged, and the balance of said total purchase price, or the sum \$38,000.00, is payable in installments of \$2,000.00 each, the first installment being due or payable on or before December 15, 1953, and the second installment being due on or before the 15th day of June, 1954, and a succeeding installment of \$2,000.00 on or before the end of each six-months' period after June 15, 1954.

Upon the receipt of the sum of \$38,000.00 you are hereby authorized, directed and instructed to deliver the above designated documents to Max B. Arnold and H. J. Buchenau, or their successors or assigns, or their duly authorized agents.

You are further instructed that in the event that any payment upon the installment price is more than thirty days over due, the undersigned, Oscar J. Streeter, also known as O. J. Streeter, and Jessie D. Streeter, husband and wife, and W. S. Peterson and Gwen Peterson, husband and wife, may, by serving written demand upon you, require you to return to them the documents hereinabove described and herewith placed in escrow with your company.

Parties hereto further agree and designate the Security Title Insurance and Guarantee Company of Madera, California, their escrow agent to collect and receipt for all sums hereinabove provided for.

3. The Second Parties may at any time during the life of this agreement install upon said demised premises, subject to the right of removal as hereinafter set forth, tools, machinery, equipment or facilities owned or furnished by the Second Parties. It is expressly understood and agreed that if, by forfeiture or otherwise, the rights of the Second Parties hereunder are terminated and the Second Parties quit possession of said properties covered hereby, the Second Parties, or their servants and agents, may remove any tools, machinery, equipment and supplies theretofore by them placed upon said premises, except that in such event all installed timbers shall be left on said property.

4. It is expressly agreed that Second Parties may at any time hereafter terminate this agreement and be freed from any and every obligation and liability hereunder, excepting only those obligations which by the express provisions hereof, have then accrued and become fixed and unconditional.

5. The provisions hereof and all of the premises, covenants and agreements of any of the parties hereto shall inure to and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns. This agreement shall be, and is, hereby freely assignable, and no consent of the First Parties shall be necessary or required for the Second Parties to assign the rights under this agreement to any other person, firm or corporation.

If and when full payment of the agreed purchase price of the properties herein described or mentioned have been made by the Second Parties to the First Parties, or their assigns, the First Parties shall convey the properties to Second Parties, or their assigns, and to that end the First Parties have, under the terms of an escrow agreement dated , 1953, deposited with the Security Title Insurance and Guarantee Company of Madera, California, a good and sufficient lease reassignment to the hereinabove described item (a) and a good and sufficient quitclaim deed to the hereinabove described item (b) with instructions to deliver said instruments to the Second Parties if and when payment of the full purchase price mentioned in said escrow agreement is paid, as provided therein. Should Second Parties elect to terminate their right to purchase said property, then the Security Title Insurance and Guarantee Company shall be so notified by Second Parties and, thereupon, the Security Title Insurance and Guarantee Company shall return the above mentioned quitclaim deed and reassignment of lease to First Parties and all rights and obligations of all parties hereto, or their assigns, shall terminate as of the date of giving of said notice.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written, in duplicate originals.

Oscar J. Streeter
Jessie D. Streeter
W. S. Peterson
Gwen Peterson
Max B. Arnold
Grace C. Arnold
H. J. Buchenau
Elsie Buchenau

State of California)
) ss.
 County of Merced.)

On this 1st day of June, 1953, personally appeared before me, a Notary Public in and for said County and State, OSCAR J. STREETER and JESSIE D. STREETER, husband and wife, known to me to be the persons described in and who executed the foregoing 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 the day and year last above written.

(Notarial Seal)

My Commission Expires: Dec. 23, 1956.

Benton C. Osborn
 Notary Public
 Merced County, California

State of Nevada)
) ss.
 County of Humboldt)

On this 6th day of June, 1953, personally appeared before me, a Notary Public in and for said County and State, W. S. PETERSON and GWEN PETERSON, husband and wife, known to me to be the persons described in and who executed the foregoing 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 the day and year last above written.

(Notarial Seal) H. L. Neal
 Notary Public
 My Commission expires Feb. 28, 1955.

State of California)
) ss.
 County of Madera)

On this 29 day of May, 1953, personally appeared before me, a Notary Public in and for said County and State, MAX B. ARNOLD and GRACE, C. ARNOLD, husband and wife, known to me to be the persons described in and who executed the foregoing 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 the day and year last above written.

(Notarial Seal)

Beryl DeWitt
 Notary Public

My Commission Expires: 11/18/54

State of California)
) ss.
 County of Madera)

On this 29 day of May, 1953, personally appeared before me, a Notary Public in and for said County and State, H. J. BUCHENAU and ELSIE BUCHENAU, husband and wife, known to me to be the persons described in and who executed the foregoing 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 the day and year last above written.

(Notarial Seal)

Beryl DeWitt
 Notary Public

My Commission Expires: 11/18/54

Recorded at the Request of W. Howard Gray August 21, A.D. 1953 At 45 minutes past 11 A.M.

R. W. Gibson--Recorder.