

File No. 32170

*Cancellation of Agreement
Dec. 21, 1958*

E. B. Crane, and
Clara Crane, husband and wife,)
to) AGREEMENT
Delmar M. Jones, and
Howard Carlyle, and
W. Herbert Carlyle.)

A G R E E M E N T

THIS AGREEMENT, made and entered into this 10 day of November, 1955, by and between E. B. CRANE and CLARA CRANE, husband and wife, of the town of Eureka, county of Eureka, state of Nevada, first parties, and DELMAR M. JONES, and HOWARD CARLYLE of Twin Falls, Idaho, and W. HERBERT CARLYLE of Pocatello, Idaho, second parties,

W I T N E S S E T H

That parties of the first part in consideration of the covenants, on the part of the said second parties, hereinafter contained, hereby covenants, with the said second parties, and agrees to sell and convey unto the said second parties, all of those certain patented lode mining claims, situate in the Buckhorn Mining District, Eureka County, State of Nevada, and more particularly described as follows, to-wit:

D.P.M., Eva Lee, Eagle, Hunting, J. B. Rouig, Lone Star, M & M Fraction, Neonday Fraction, Northside, One Hundred Proof, Red Ant, Sunday Fraction Lode mining claims, patented, Survey No. 434946, the patent of which is recorded in Book 18, page 430 of Mining Records, Eureka County, State of Nevada; also Sunset Lode Mining Claim, patent survey No. 292846, the patent of which is recorded in Book 17, page 268, Mining Records, Eureka County, State of Nevada.

It is agreed and understood between the parties that the first parties will sell the above described patented lode mining claims to second parties for a total purchase price of Sixty five Thousand (\$65,000.00) dollars, payable under the following terms and conditions, to-wit: The sum of Twenty one Thousand six hundred sixty six and 65/100 (\$21,666.65) dollars, to be paid to first parties by second parties on or before the 19th day of November, 1956; and a like sum of Twenty one Thousand six hundred sixty six and 65/100 (\$21,666.65) to be paid first parties by second parties on or before the 10th day of November 1957; and a like sum of Twenty one Thousand six hundred sixty six and 65/100 (\$21,666.65) to be paid to first parties by second parties on or before the 10th day of November 1958.

It is agreed and understood between the parties that the second parties shall have the right to pay the total purchase price for said property at any time before the term of this agreement.

The first parties agree that immediately upon the full payment price of Sixty five Thousand (\$65,000.00) dollars being paid to them by second parties, that they will immediately make, execute and deliver a good and sufficient deed conveying said property over and unto said second parties.

It is agreed and understood that the second parties will pay unto the first parties a ten (10%) percent royalty on the net shipping returns of all ores or concentrates produced from said property, and the first parties agree that said royalty so paid shall be credited against the purchase price for said demised property.

The second parties agree to put in no less than fifty (50) man hour shifts per month in actual mining or development work on said demised claims.

The second parties agree to enter upon said demised premises as aforesaid, and to work the same in good and economical mining so as to take out the greatest amount of ore in good miner like fashion with due regard to the preservation of the said premises as a workable mine.

To allow said first parties, or their agents, to enter upon and into all parts of the

mine for the purpose of inspection.

To indemnify and hold first parties harmless against any claims, demands, suits, liens, or claims of any kind or nature, and to that end to keep posted notice of non-liability of first parties in the operation of said mining property.

It is agreed and understood between the parties that in the event of any violation of the covenants contained herein, including the payment of any annual payment herein declared to be made, then, and in that event, it shall be the right of first parties to declare a forfeiture of this agreement, and second parties agree upon written notice given them by first parties of the default complained about, either to remedy said default within fifteen (15) days, or immediately surrender said demised premises peaceably, and the first parties shall have the right immediately to reenter and occupy the same, without process of law, and this agreement shall then be declared null and void.

This agreement shall be binding upon the heirs, executors and assigns of the parties hereto.

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

E. B. Crane

Clara Crane
First Parties

Delmar M. Jones

Howard Carlyle

W. Herbert Carlyle
Second Parties

STATE OF NEVADA)
 : ss
County of Eureka)

On this 10 day of November, 1955, personally appeared before me, E. B. Crane and Clara Crane, husband and wife, Delmar M. Jones, Howard Carlyle and W. Herbert Carlyle, 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 first above in this certificate written.

(Official Seal) Ed Delaney County Clerk
Ex-officio Clerk of the Third
Judicial Court.

Recorded at the Request of E. B. Crane Nov. 10 A.D., 1955 At 59 minutes past 10 A.M.

E. B. Crane--Recorder.
By Angela Evans--Deputy.