

# Quitclaim Deed

This Indenture made the first (1st) \_\_\_\_\_ day of November \_\_\_\_\_ one thousand nine hundred and sixty-six (1966) \_\_\_\_\_,

Between LESTER A. BISONI and GENEVE G. BISONI, respectively husband and wife, residents of Las Vegas, Nevada, and MAYNARD E. BISONI, an unmarried man, a resident of Eureka, Nevada; hereinafter sometimes referred to as "First Parties" the parties of the first part, and CHESSHER & CO., a corporation, hereinafter sometimes referred to as "Second Party", the party of the second part,

Witnesseth: That the said parties of the first part, in consideration of the sum of Ten and 00/100 (\$10.00)-----dollars, lawful money of the United States of America, to First Parties in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, do hereby release and forever QUITCLAIM unto the party of the second part, and to its successors ~~and~~ and assigns, all those certain lots, pieces or parcels of land/situate ~~in~~ ~~the~~ ~~County~~ ~~of~~ ~~Eureka~~ ~~State~~ ~~of~~ ~~Nevada~~ and 87 lode mining claims ~~in~~ ~~the~~ ~~County~~ ~~of~~ ~~Eureka~~ ~~State~~ ~~of~~ ~~Nevada~~ and ~~known~~ and described as follows, to wit:

- Van Noe. 9, 10 and 11 lode mining claims,
- Sand Nos. 1 through 6 lode mining claims,
- NAV Nos. 1 through 78 lode mining claims.

First Parties and Second Party, for value received by First Parties from Second Party, and for value received by Second Party from First Parties, hereby mutually covenant and agree as follows, to wit:

1. THAT First Parties hereby reserve and retain, and shall be paid, a royalty of twenty-five cents (25¢) per ton for each dry ton of ore mined, produced, processed and sold by or for Second Party from the area now covered by any of aforesaid 87 lode mining claims and/or from any of said area which hereafter may be included within any newly located lode mining claim subsequently located by or for Second Party; AND
2. THAT when or after First Parties have received hereunder from aforesaid royalty payments the total sum of \$20,000.00, no further royalty payments will be due and payable to First Parties hereunder; AND
3. THAT Second Party shall not be held liable or responsible for the loss of any of the area of said 87 lode mining claims which, at any time, heretofore or hereafter, might be appropriated or located by or for any person, firm or corporation, other than Second Party, prior to or subsequent to the date of this instrument; AND
4. THAT Second Party is hereby authorized and empowered to release, disclaim, relinquish or abandon any of said 87 lode mining claims and by its actions aforesaid Second Party shall not be held liable or responsible to First Parties, for any losses, damages, or claims of any kind or description; AND
5. THAT any ores hereafter produced, processed and sold from any of the area now covered by any of aforesaid 87 lode mining claims by or for Second Party shall be subject to the payment to First Parties of a royalty of 25 cents per ton from and for any ores produced, processed and/or sold from said 87 lode mining claims for the account of Second Party and if Second Party retains only one or more of said 87 lode mining claims said one or more lode mining claims shall be subject to said \$20,000.00 reservation in royalty payments at the rate of 25 cents per dry ton of ore produced and sold by or for Second Party until said one or more lode mining claims are quitclaimed by or for Second Party to First Parties; AND
6. THAT Second Party shall not be liable or obligated if any person, firm or corporation locates and/or appropriates, with new notices of locations, any of the ground or area now occupied by any of said 87 lode mining claims; AND
7. THAT all royalty payments to become due and payable to First Parties hereunder during any calendar month shall be paid to First Parties prior to the last day of the next succeeding calendar month; AND
8. THAT at any time hereafter, if Second Party is not in default of any royalty payment due hereunder, Second Party may quitclaim and surrender to First Parties all of the right, title and interest of Second Party in and to any of the area then held by Second Party which is now represented by any of said 87 lode mining claims, and upon delivery by or for Second Party to First Parties of a quitclaim deed thereto or therefor, Second Party shall be released and relieved of all liability and/or obligations hereunder to First Parties.

**Together** with the tenements, hereditaments, and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

**To Have and to Hold** the said premises, together with the appurtenances, unto the said party of the second part, and to its successors ~~XXXX~~ and assigns forever.

In Witness Whereof the said parties of the first part have executed this conveyance the day and year first above written.

APPROVED and ACCEPTED this the 14th day of November, 1966.

CHESSHER & CO. (a corporation)

By H. B. Chessher, Sr. (H. B. Chessher, Sr.) President

Lester A. Bisoni (Lester A. Bisoni)

Geneve G. Bisoni (Geneve G. Bisoni)

Waynard E. Bisoni (Waynard E. Bisoni)

SECOND PARTY

FIRST PARTIES

NEVADA State of California,

County of Eureka

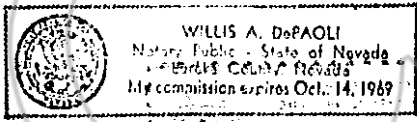
On this 21st day of November

in the year one thousand nine hundred and sixty-six (1966), before me,

a Notary Public, State of Nevada, duly commissioned and sworn, personally appeared MAYNARD E. BISONI, an unmarried man,

known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In Witness Whereof I have hereunto set my hand and affixed my official seal in the County of Eureka the day and year in this certificate first above written.

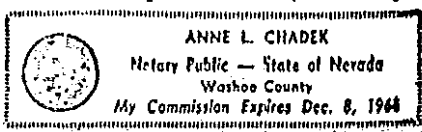


Willis A. DePaoli Notary Public, State of Nevada, County of Eureka, My commission expires 10-14-69

STATE OF NEVADA County of Washoe

On this 14th day of November A. D. one thousand nine hundred and sixty-six (1966) personally appeared before me Anne L. Chadak, a Notary Public in and for said County of Washoe H. B. CHESSHER, SR., known to me to be the President of the corporation that executed the foregoing instrument, and upon oath, did depose that he is the officer of said corporation as above designated; 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 said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument 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,



Anne L. Chadak Anne L. Chadak, Notary Public

(THIS SPACE FOR USE OF RECORDER)

STATE OF NEVADA:)

) ss.

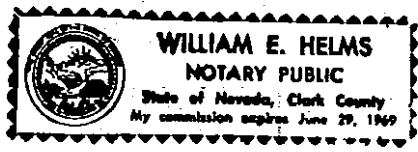
County of Clark )

On this 16<sup>th</sup> day of November, A. D. one thousand nine hundred and sixty-six (1966) personally appeared before me LESTER A. BISONI and GENEVE G. BISONI, 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 Clark, the day and year in this Certificate first above written.

William E. Helms  
Notary Public in and for the County of Clark, State of Nevada.

By commission expires June 29, 1968.



H. B. CHESSHER  
P. O. Box 889,  
RENO, NEVADA

Quitclaim Deed

TO

Dated \_\_\_\_\_, 19\_\_\_\_

Return to  
H. B. CHESSHER  
P. O. Box 889,  
RENO, NEVADA

43697

File No. \_\_\_\_\_

RECORDED AT THE REQUEST OF  
H. B. Chessher

January 13, A. D. 19 67

at 46 minutes past 10 A. M.

in Book 15 of OFFICIAL RECORDS

Page 439-442 Records of

EUREKA COUNTY, NEVADA

Phillip C. Mitchell  
Recorder

Fee \$ 4.95