

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT, executed as of August 20, 1976, by and between CHARLES E. REYNOLDS and JEANETTE C. REYNOLDS, husband and wife, hereinafter called "Lessors", and FLOYD W. KLINDT, KOLBE K. KLINDT and JUDITH A. KLINDT, hereinafter called "Lessees";

W I T N E S S E T H:

WHEREAS, the parties hereto entered into that certain Lease/Sale Agreement signed by said Lessees on August 18, 1976, and signed by said Lessors on August 20, 1976, and

WHEREAS, the parties thereto desire to amend said Agreement as hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises and things to be done and performed by the parties hereto, pursuant to said above referred to Lease/Sale Agreement and this Amendatory Agreement, it is mutually agreed as follows:

1. That in the event that said Lessees exercise the option to purchase given and granted in said Lease/Sale Agreement, and upon notification thereof given by said Lessees to said Lessors, the said Lessors will execute and deliver to Lessees a Grant, Bargain and Sale Deed and Bill of Sale, conveying title to the realty and personalty described in said Lease/Sale Agreement, whereupon, upon the delivery of such Deed and Bill of Sale, the Lessees will then pay to the said Lessors the balance of the purchase price at that time due, after crediting to the said purchase price of \$64,000.00, all moneys theretofore paid by said Lessees to Lessors as rentals.

2. That upon notification of the exercise of said option given by Lessees to Lessors, the Lessors will thereupon furnish to Lessees a Title Insurance Policy, or other evidence of a clear and merchantable title satisfactory to said Lessees, the cost and expense for which shall be paid by said Lessors.

3. That except as herein otherwise amended or modified

ed, all the terms, covenants and conditions of said Lease/Sale Agreement shall remain in full force and effect.

4. That the terms, conditions, covenants and agreements hereinabove set forth shall be binding upon the heirs, executors, administrators and/or assigns of the parties hereto.

5. Time is of the essence of this Agreement.

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

Charles E. Reynolds

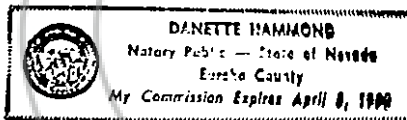
Floyd W. Klindt

Jeannette C. Reynolds
Lessors

Kolbe K. Klindt
Judith A. Klindt
Lessees

State of Nevada,)
County of Eureka.) ss.

On October 18, 1976, 1976, personally appeared before me FLOYD W. KLINDT, KOLBE K. KLINDT and JUDITH A. KLINDT, who acknowledged that they executed the above instrument.



Danette Hammond
Notary Public

State of California,)
County of San Diego.) ss.

On October 21, 1976, personally appeared before me CHARLES E. REYNOLDS and JEANNETTE C. REYNOLDS, husband and wife, who acknowledged that they executed the above instrument.



Ethel A. Smith
Notary Public
RECORDED AT THE REQUEST OF C. E. Horton
November 18, 1976, at 47 mins. past 10 A.M. In
Book 57 of OFFICIAL RECORDS, page 296-297, RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 62453 Fee \$4.00

C. E. HORTON
ATTORNEY AT LAW
777 AULTMAN STREET
P.O. BOX 1260
ELY, NEVADA 89301
TELEPHONE 289-4431

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