DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 4124

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Exploration

Any action taken to change the type of request for assistance must be promptly reported to the Reports and Records Branch. Use DMA Form 2 for submitting these reports.

Cys. BM, GS

Routing Slip

To:	600	Date	1/13/56
To:	Anderson	Date	1/13/56
To:	Oper Com	Date	1-30-56
To:	F.E. Johnson	Date	1-30-56
To:	Oper Com	Date	3-14-56
To:	F.E. Johnson	Date	3-14-56
To:	CDM	Date	3-14-56
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INT.-DUP. SEC., WASH., D.C. 98868

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

600

DOCKET COPY
Surname:
Anderson
Houk
Kiilsgaard
Geehan
Selfridge
Johnson

MAR 15 1956

Mr. Sherrill Huskins, et al.

Wing, North Carolina

Re: Docket No. DMEA-4124-Mica
Sherrill Huskins, et al.
Willis Mine
Mitchell County, North Carolina

Gentlemen:

Your application for aid for an exploration project and other reports available to us in Washington relating to the subject property have been reviewed.

Projects approved by the Defense Minerals Exploration Administration must, in its judgment, show definite promise of yielding materials of acceptable grade in quantities that will significantly improve the mineral supply position for the National Defense Program.

Careful study of all our information indicates to us that the probability of disclosing significant reserves of mica is not sufficiently promising to justify Government participation. We regret to advise you, under these circumstances, that your application for exploration assistance is denied.

We wish to thank you for your interest in the Defense Minerals Program and for bringing your property to our attention.

Sincerely yours,

G. O. Mittenthal

Administrator

WCAnderson:ms 3/13/56
Copy to: Docket
Operating Committee
Field Team, Region V
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Anderson
Admr. R. File

R.E.G.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 600

March 13, 1956

Memorandum

To: Administrator

From: Nonmetallic Minerals Division

Subject: Evaluation of Application and Field Examination Report
Docket No. DMEA-4124-Mica
Sherrill Huskins, Paul Petty, Grover Grindstaff and John Tipton
Willis Mine
Mitchell County, North Carolina
Denial of application is recommended

Mica: off color(brownish-green), flat, clear and free-splitting; small(about 1 inch wide), sparsely disseminated throughout pegmatite, about 1% of pegmatite.

Pegmatite:
two conformable, converging pegmatites, 1 and 6 feet thick respectively. Composed of kaolinized soda-feldspar, both massive and disseminated quartz in a graphic-granite like texture.

Old Workings:
16 foot deep shaft 20 feet by 18 feet in cross-section, located at the bottom of a 35 foot deep vertical cut; and a small drift 10 feet long.

Method of Exploring:
applicant proposes 50 to 60 feet of new shaft and 60 feet of drifts at a cost of $5000.00.

Recommendation:
The Field Team recommends denial of the application because of the lack of abundant strategic mica and continuity of the pegmatite for any distance along the strike, and the very dangerous condition of the workings. The Nonmetallic Minerals Division and the Commodity Members of the Bureau of Mines and Geological Survey concur.

Walter C. Anderson
Walter C. Anderson
Nonmetallic Minerals Division

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON 25, D. C.

RECEIVED
MAR - 5 1956

February 29, 1956

Memorandum

To: L. G. Houk

From: N. E. Nelson

Re: DMEA 4124, Sherrill Huskins, et al. Willis Mine, Mitchell County, N.C., 5,000 - Mica.

Subject: Review of Field Team report

The applicant requested assistance in further exploring a pegmatite from which small amounts of mica have recently been sold. The work proposed consists of 50-60 feet of shaft sinking and 60 feet of drifting.

Recent work consists of a 16-foot shaft and 10 feet of drift from it. The shaft is at the bottom of a 35-foot (deep) trench. Shipments of mica recovered in the recent work amount to:-

17.5 pounds	$383.31
6.81 "	200.02
24.31	$583.33

The 24.31 pounds was culled from 1050 pounds of mine run block. Another lot of 4.68 pounds sold for $68.83.

Judging by the production, the appearance of the pegmatite and the unsafe condition of the mine the examiners recommend denial of the application.

If it is assumed that the mica recently sold came from the 26 feet of shaft and drift work, the operation was not self sustaining and further work probably would not make it so.

I concur with the recommendation of denial of the examiners and the Field Team.

N. E. Nelson

Ned E. Nelson

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
WASHINGTON 25, D. C.

RECEIVED
MAR - 1 1956

February 29, 1956

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA-4A24 (mica)

Applicant: Huskins, Petty, Grindstaff & Tipton

Name and Location of Property: Willis Mine, Mitchell Co., N. C.

Date of Field Team Report: 2/23/56

Date Rec'd. by Br. of Ceramic & Fertilizer Materials: 2/28/56

Field Team Recommendation: Recommend denial of application.

Comments:

1. Present workings are not safe and a considerable amount of money would be required to alleviate these conditions.

2. The small quantity of strategic mica observed does not warrant an exploration program.

Recommendation: I concur with the field team's recommendation for denial.

W. F. Dietrich

W. F. Dietrich

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D.C.
ROOM POST OFFICE BLDG.
KNOXVILLE 2, TENN.

RECEIVED
FEB 27 1956

February 23, 1956

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region V - Knoxville

Subject: Examination Report - DMEA-A-4124, Willis Mine (mica)
Sherrill Huskins, et al. Wing, Mitchell County, N. C.

Transmitted are four copies of the subject examination report. The Field Team concurs with the examiners that this project should be denied.

V. J. Lynch, Acting
Executive Officer, DMEA
Field Team, Region V

S. C. Bergman, Geologist
Geological Survey

Reviewed by
DMEA OPERATING COMMITTEE
2-29-56
(date)

RECEIVED
FEB 27 1956

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FIELD EXAMINATION REPORT
REGION V

On

DMEA-4124, WILLIS MINE - Mica
Mitchell County, N. C.

By

S. C. Bergman and A. R. Taylor
Geologists, Geological Survey

and

A.L. Peyton and L. E. Shirley
Mining Engineers, Bureau of Mines

February 13, 1956

Reviewed by
DMEA OPERATING COMMITTEE
2-29-56
(date)

RECEIVED
FEB 27 1956

FIELD EXAMINATION REPORT

DMM-412, WILLIS MINE-Mica
Mitchell County, N. C.

Applicants: Sherrill Huskins, Raul Petty, Grover Grindstaff and John Tipton, Wing, North Carolina. c/o Sherrill Huskins

Summary

Some flat, green mica has been produced from a graphic-textured pegmatite. The shaft is 16 feet deep and in an unsafe condition. No exploration work is warranted, and the field examiners recommend denial.

Introduction

The Field examiners visited the Willis Mine January 30, 1956 accompanied by Messrs. John Tipton and John Hoyle. One hour was spent at that time inspecting the mine. The shaft was filled with water. It was inspected again February 13, 1956. One hour was spent in the examination in company with Mr. Tipton and Mr. Hoyle.

Location

The Willis Mine is 4.7 airline miles N 51 1/2° E of Micaville, North Carolina and about 1800 feet north of Paul Fortner's store. It is in the NW 1/6, east-central section of the Micaville, N. C., quadrangle, 209 - N W TVA map (1927, 1/24,000).

History

This mine was worked 85 or 90 years ago by a Mr. Willis. During World War II, it was again worked and mica was sold under the Colonial program as ruby mica. Recent work by the applicants has produced about 17-pounds of mica, which has been sold under the present buying program as green, or off-color mica.

Recent sales: About 1050 pounds of "mine-run" block green mica has been produced recently from an unknown quantity of pegmatite. A total of 24.31 lbs of sheet mica was sold. Of that amount, 17.5 lbs was classified as good-stained or better. The 17.5 pounds were sold for $383.31. The remaining 6.81 pounds was classified as stained, and sold for $200.02. The total sales value was $583.33. The sale was made September 21, 1955. The total sold was 2.3%, of which only 1.6% of the 1050 pounds was classified as good-stained or better.

Another small sale was made by Mr. J. Wilson of 4.68 pounds of sheet mica. It sold for $68.83.

Geology

Present workings: The mine consists of a 16 ft deep shaft that is 20 ft wide in a north-south direction and 18 feet on the east-west side. The shaft, timbered only in the upper 5 ft with heavy logs, is in the bottom of a 35-foot deep vertical cut. The cut puts the present shaft in an unsafe position. Recently one man was killed by a slide in the shaft, and Mr. John Hoyle was severely crippled.

A small, narrow (4-ft), short (10 ft long), drift has been extended from the shaft bottom on the east side to the north in one pod of pegmatite.

The east side of the shaft is 180 feet N 60° W of the "twin poplar" property corner of the leased area.

Surface facilities present include a hoist and compressor. Access is excellent. The mine is about 400 feet from an unpaved county road. Electricity is available at the mine.

Pegmatite: Two conformable converging, graphic textured pegmatites with some massive quartz up to 12 inches thick and some small 1 inch wide green mica dip toward each other in the cut, and almost join in the shaft bottom.

The pegmatite on the western side of the shaft strikes about N 5-10° W and dips 57° NE. It is conformable, and straight down dip with continuity. It averages about 1 foot in thickness.

The pegmatite on the eastern side is also conformable, but exhibits no definite continuity. It consists essentially of a series of misshapen or crooked pods of pegmatitic material and small mica with a maximum thickness of 6 feet. Its strike and dip in the bottom of the old shaft is N 5 E and 40° SE.

The pegmatites are primarily composed of kaolinized soda-feldspar, both massive and disseminated quartz in a graphic-granite-like texture, and small muscovite.

Country Rock: The two pegmatites have intruded into a contorted, foliated, biotite gneiss which is highly weathered to a brown soil to a depth of 10 to 15 feet. The shaft is in relatively unweathered material. No outcrops exist on the surface of the hill above the cut. Strike and dip of foliation near the eastern side, top of the shaft is about due North, 65° East.

Muscovite: Muscovite, although of strategic quality in flatness and clearness, is disseminated throughout the pegmatite pod exposed in the bottom of the shaft, and is in small quantities, probably 1% of the pegmatite. It is small, generally about 1 inch wide, off color (brownish-green) flat, clear and free splitting. The mica does not appear abundant or large enough to warrant exploration at this site.

Conclusions

The greatest condemination of the Willis Mine is the unsafe condition of the shaft, in relation to the abrupt, sheer 35 feet high cliff.

It is contemplated that the cost of rehabilitating the present excessively large shaft, and making conditions safe to work in, would be very much in excess of an estimated return of strategic mica from the pods which the applicants proposed to work.

The assurance of continuity for any distance along strike is lacking.

Recommendations

It is recommended that the Willis Mine be denied exploration assistance because of a lack of abundant strategic muscovite, and the very dangerous position that the workings are in.

Examined: January 30, 1956 and February 13, 1956 .

S. C. Bergman and L. R. Taylor, Geologists
Geological Survey

and

A. L. Peyton and L. E. Shirley,
Mining Engineers, Bureau of Mines

z

Docket Copy
Surname:
Anderson
Houk
Selfridge
[illegible]

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 600

JAN 30 1956

Mr. Robert A. Lawrence
Executive Officer, DMEA
Field Team, Region V
Room 13, Post Office Bldg.
Knoxville 2, Tennessee

Subject: Docket No. DMEA-4124 - Mica
Sherrill Huskins, et al.
Willis Mine
Mitchell County, North Carolina

Dear Mr. Lawrence:

Please review the subject application and arrange for a field examination if you deem it necessary.

Copies of memoranda dated January 16 and 17, 1956, by Mr. N. E. Nelson, USGS, and Mr. W. F. Dietrich, USBM, respectively, relating to the project are enclosed.

We note that the applicants own their own equipment. If a field examination is made please have the field engineers evaluate this equipment. They should comment on the condition of the equipment, the capacity, approximate age, make, present market value, and give a separate cost estimate for maintenance and repair.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (GCS)

Approved:

/s/ Robert W. Geehan (GCS)
Member, Bureau of Mines

Thor H. Kiilsgaard (GCS)
Member, Geological Survey

Enclosures 4

WCAnderson:gad 1/30/56
Copy to: Admr. R. File
Docket
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Anderson

R.C.R.

Docket Copy
Surname:
Anderson
Houk
Gehon
Kiilsgaard
Selfridge
Johnson

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C. 600

JAN 30 1956

Mr. Sherrill Huskins, et al.

Wing, North Carolina

Re: Docket No. DMEA-4124 - Mica
Sherrill Huskins, et al.
Willis Mine
Mitchell County, North Carolina

Dear Mr. Huskins:

Your application for assistance in exploring the subject property has been reviewed by the Nonmetallic Minerals Division of the Defense Minerals Exploration Administration and has been referred to Mr. Robert A. Lawrence, Executive Officer, DMEA Field Team, Region V, Room 13, Post Office Building, Knoxville 2, Tennessee, for further consideration and possibly a field examination.

The land description of the five-acre tract comprising the Willis Mine appearing on the lease and the Consent to Lien will be satisfactory provided you furnish a map showing the property lines, the adjoining property owners and the proposed work in relation to the property lines. The map may be a sketch but the relationship of the proposed work should be shown by a compass bearing and taped distance to two of the property corners.

At the same time please furnish us with information concerning the equipment you state you own and will use at the proposed project. This information should include the condition of the equipment, the capacity, approximate age, make, present market value, and a separate cost estimate for maintenance and repair.

The Regional Office will contact you at an early date if an examination is to be made. Any assistance you may give the members of the Field Team during the examination will be appreciated.

Sincerely yours,

C. O. Mittenden (for)

Administrator

WCAnderson:gad 1/30/56
Copy to: Admr. R. File
Docket
Field Team, Region V
Operating Committee
Mr. Kiilsgaard, 5222
Mr. Dietrich, 3061
Mr. Houk
Mr. Anderson

R.C.L.

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON 25, D. C.

RECEIVED
JAN 17 1956

January 16, 1956

Re: DMEA-4124
Sherrill Huskins, et al.
Willis Mine
Mitchell Co., N. C.
$5,000.00 - Mica

Memorandum

To: L. G. Houk, Defense Minerals Exploration Administration

From: N. E. Nelson, U. S. Geological Survey

Subject: Review of application.

The applicants request assistance in doing work on a pegmatite on which a 30-foot shaft has recently been sunk and from which 17 pounds of grade mica was at some other time taken. Apparently the recent work was not productive of mica, but the applicants propose sinking a new shaft 50 to 60 feet and drifting 60 feet from it at an estimated cost of $5,000.00.

It would seem that the pegmatite has not responded to exploration, but an examination may be warranted.

Referral to the Field Team is recommended.

N. E. Nelson

N. E. Nelson

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
WASHINGTON 25, D. C.

RECEIVED
JAN 17 1956

January 17, 1956

Memorandum

To: Nonmetallic Minerals Division
Defense Minerals Exploration Administration

From: Chief, Branch of Ceramic and Fertilizer Materials

Subject: DMEA - 4124 (mica)

Applicant: Sherrill Huskins, Paul Petty, Grover Grindstaff, and John Tipton

Name and Location of Property: Willis Mine, Mitchell County, N. C.

Date Application Rec'd. by Br. of Ceramic and Fertilizer Materials: 1/13/56

Comments:

1. No data are available in this office on the subject mine, but the applicant states that 17 pounds of high grade green mica was taken from the mine recently.

2. From the information furnished with the application an evaluation of its merit cannot be made.

3. Although it would be desirable for the applicant to furnish more complete information, it appears that a visit by an examiner would furnish more useful data.

Recommendation:

It is recommended that the field team visit this mine when in that vicinity to ascertain if an exploration project is justified. If so, the field team and applicant should agree on a definite plan of exploration on a unit-cost basis.

W. F. Dietrich

W. F. Dietrich

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D.C.
KNOXVILLE 2, TENN.

RECEIVED
JAN 13 1956
ROOM POST OFFICE BLDG.

January 11, 1956

Memorandum

To: Operating Committee, DMEA - Washington

From: DMEA Field Team, Region V - Knoxville, Tennessee

Subject: Application - Sherrill Huskins, Paul Petty, Grover and John Tipton, Wing, North Carolina, Mitchell County.

Transmitted are three copies of the subject application, received in this office today. We have reviewed the application and think it is in order.

The fourth copy has been retained in this office for our use.

V. J. Lynch.
V. J. Lynch, Acting
Executive Officer, DMEA
Region V

S. C. Bergman
S. C. Bergman, Geologist
U. S. Geological Survey

MF-203
Revised March 24, 1955

RECEIVED
JAN 13 1956

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator_____
Docket No. DMEA-_____
Contract No. Idm-E_____
Contract Date_____

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Mitchell, State of North Carolina, described as follows:1/

BEGINNING on twin poplars at the barn and runs a southerly direction about 300 feet to a paplar at the branch; thence a southwesterly direction about 500 feet to an old spanish oak corner; thence a northwesterly direction with the old line about 600 feet to a beech; thence a northeasterly direction with the fence about 600 feet to a blackgum; thence with the fence a southeasterly direction about 800 feet to the BEGINNING, and containing 5 acres, more or less.

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of a percentage royalty on production as may be provided for by the contract;2/ and represents and undertakes that there are no claims, liens, or encumbrances upon the undersigned's right, title, or interest in the land prior to that hereby granted to the Government other than the following:3/

_____

_____

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in book _____ page _____ official records of said county.". If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

2/ Mining or production from the land is not required, and in the absence of production there is no obligation to repay the Government.

3/ Write "none" if that is the case. Do not leave lines blank.

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: _____

_____

_____

_____

_____

_____

_____

_____

Dated this 7th day of January, 1956.

_____ [Seal]

_____ [Seal]

_____ [Seal]

I, _____ certify that I am the _____ (Secretary, etc.) of the corporation named herein; that _____ who signed this agreement was then _____ (President, or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____

[Corporate Seal]

MF-203
Revised March 24, 1955

RECEIVED
JAN 13 1956

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA-
Contract No. Idm-E
Contract Date

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Mitchell, State of North Carolina, described as follows:1/

BEGINNING on twin poplars at the barn and runs a southerly direction about 300 feet to a poplar at the branch; thence a southwesterly direction about 500 feet to an old spanish oak corner; thence a northwesterly direction with the old line about 600 feet to a beech; thence a northeasterly direction with the fence about 600 feet to a blackgum; thence with the fence a southeasterly direction about 800 feet to the BEGINNING, and containing 5 acres, more or less.

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of a percentage royalty on production as may be provided for by the contract;2/ and represents and undertakes that there are no claims, liens, or encumbrances upon the undersigned's right, title, or interest in the land prior to that hereby granted to the Government other than the following:3/

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in book _____ page _____ official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

2/ Mining or production from the land is not required, and in the absence of production there is no obligation to repay the Government.

3/ Write "none" if that is the case. Do not leave lines blank.

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: _____

_____

_____

_____

_____

_____

_____

_____

Dated this 7th day of January, 1956.

_____ [Seal]

_____ [Seal]

_____ [Seal]

I, _____ certify that I am the _____ _____ (Secretary, etc.) of the corporation named herein; that _____ _____ who signed this agreement was then _____ (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____

[Corporate Seal]

MF-203
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator _____
Docket No. DMEA- _____
Contract No. Idm-E _____
Contract Date _____

RECEIVED
JAN 13 1956

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Mitchell, State of North Carolina, described as follows:1/

BEGINNING on twin poplars at the barn and runs a southerly direction about 300 feet to a poplar at the branch; thence a southwesterly direction about 500 feet to an old spanish oak corner; thence a northwesterly direction with the old line about 600 feet to a beech; thence a northeasterly direction with the fence about 600 feet to a blackgum; thence with the fence a southeasterly direction about 800 feet to the BEGINNING, and containing 5 acres, more or less.

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of a percentage royalty on production as may be provided for by the contract;2/ and represents and undertakes that there are no claims, liens, or encumbrances upon the undersigned's right, title, or interest in the land prior to that hereby granted to the Government other than the following:3/

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in book _____ page _____ official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

2/ Mining or production from the land is not required, and in the absence of production there is no obligation to repay the Government.

3/ Write "none" if that is the case. Do not leave lines blank.

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: _____

_____

_____

_____

_____

_____

_____

_____

Dated this 7th day of January, 1956

John Doyle [Seal]

_____ [Seal]

_____ [Seal]

I, _____ certify that I am the _____ (Secretary, etc.) of the corporation named herein; that _____ who signed this agreement was then _____ (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____

[Corporate Seal]

MF-203
Revised March 24, 1955

RECEIVED
JAN 13 1956

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator_____
Docket No. DMEA-_____
Contract No. Idm-E_____
Contract Date_____

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Mitchell, State of North Carolina, described as follows:1/

BEGINNING on twin poplars at the barn and runs a southerly direction about 300 feet to a poplar at the branch; thence a southwesterly direction about 500 feet to an old spanish oak corner; thence a northwesterly direction with the old line about 600 feet to a beech; thence a northeasterly direction with the fence about 600 feet to a blackgum; thence with the fence a southeasterly direction about 600 feet to the BEGINNING, and containing 5 acres, more or less.

_____,
which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of a percentage royalty on production as may be provided for by the contract;2/ and represents and undertakes that there are no claims, liens, or encumbrances upon the undersigned's right, title, or interest in the land prior to that hereby granted to the Government other than the following:3/

_____

_____

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in book _____ page _____ official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

2/ Mining or production from the land is not required, and in the absence of production there is no obligation to repay the Government.

3/ Write "none" if that is the case. Do not leave lines blank.

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: _____

_____

_____

_____

_____

_____

_____

_____

Dated this 7th day of January, 195_6.

John Hoyle [Seal]

Leona Hoyle [Seal]

_____ [Seal]

I, _____ certify that I am the _____ _____ (Secretary, etc.) of the corporation named herein; that _____ _____ who signed this agreement was then _____ (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____

[Corporate Seal]

MF-203
Revised March 24, 1955

RECEIVED
JAN 13 1956

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator _____
Docket No. DMEA- _____
Contract No. Idm-E _____
Contract Date _____

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Mitchell, State of North Carolina, described as follows:1/

BEGINNING on twin poplars at the barn and runs a southerly direction about 300 feet to a pipe; at the branch; thence a southwesterly direction about 500 feet to an old spanish oak corner; thence a northwesterly direction with the old line about 600 feet to a beech; thence a northeasterly direction with the fence about 600 feet to a blackgum; thence with the fence a southeasterly direction about 800 feet to the beginning, and containing 5 acres, more or less.

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of a percentage royalty on production as may be provided for by the contract;2/ and represents and undertakes that there are no claims, liens, or encumbrances upon the undersigned's right, title, or interest in the land prior to that hereby granted to the Government other than the following:3/

_____

_____

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in book _____ page _____ official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

2/ Mining or production from the land is not required, and in the absence of production there is no obligation to repay the Government.

3/ Write "none" if that is the case. Do not leave lines blank.

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: _____

_____

_____

_____

_____

_____

_____

_____

Dated this 7th day of January, 1956.

John Hoyle [Seal]

Lorena Hoyle [Seal]

_____ [Seal]

I, _____ certify that I am the _____ _____ (Secretary, etc.) of the corporation named herein; that _____ _____ who signed this agreement was then _____ (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____

[Corporate Seal]

MF-203
Revised March 24, 1955

RECEIVED
JAN 13 1956

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator _____
Docket No. DMEA- _____
Contract No. Idm-E _____
Contract Date _____

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Richmond, State of North Carolina, described as follows:1/

Beginning on the corner of the land and run a northerly direction about 300 feet to a point of the branch; thence a northeasterly direction about 300 feet to an old spring on corner; thence a northwesterly direction with the old line about 600 feet to a branch; thence a northeasterly direction with the fence about 100 feet to a blackgum; thence with the fence a northwesterly direction about 100 feet to the beginning, and containing 5 acres, more or less.

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of a percentage royalty on production as may be provided for by the contract;2/ and represents and undertakes that there are no claims, liens, or encumbrances upon the undersigned's right, title, or interest in the land prior to that hereby granted to the Government other than the following:3/

_____

_____

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in book _____ page _____ official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

2/ Mining or production from the land is not required, and in the absence of production there is no obligation to repay the Government.

3/ Write "none" if that is the case. Do not leave lines blank.

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: _____

Dated this 7th day of January, 1956

John Hagler [Seal]

Leonce Hagler [Seal]

_____ [Seal]

I, _____ certify that I am the _____ (Secretary, etc.) of the corporation named herein; that _____ who signed this agreement was then _____ (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____

[Corporate Seal]

January 13, 1956
Subject: DMEA-4124
Re: Exploration Assistance
Willis Mine

Mr. Sherrill Huskins, et al
Wing, North Carolina

My dear Mr. Huskins:

The receipt of your application dated January 9, 1956, for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-4124 and referred to the Nonmetallic Minerals Division.

Kindly identify all future correspondence relating to your application by this docket number.

Sincerely yours,

Robert E. Adams, Chief
Operations Control and
Statistics Division

60932

January 13, 1956

Memorandum

To: Executive Officer, DMEA Field Team, Region V

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number

There is listed below the assigned docket number to an application recently received from Region V.

DMEA - 4124 Sherrill Huskins, et al

Robert E. Adams
Chief, Operation's Control
and Statistics Division

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Form Approved.
Budget Bureau No. 42-R1035.2.

RECEIVED
JAN 13 1956

APPLICATION FOR AID IN AN EXPLORATION PROJECT, PURSUANT TO DMEA ORDER 1, UNDER THE DEFENSE PRODUCTION ACT OF 1950, AS AMENDED

Not to be filled in by applicant

Docket No. DMEA-4124
Metal or Mineral Mica
Date Received 1-13-56
Estimated Cost $5,000.00
Participation (Government %)

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: Sherrill Huskins, Paul Petty, Grover Grindstaff and John Tipton, Wing, North Carolina

(*b*) If other than an individual, add to your name above whether a corporation, partnership, etc., and the name of the State in which incorporated or otherwise organized.

(*c*) If a corporation, add to above statement, titles, names and addresses of officers.

(*d*) If a partnership, add to the above statement the names and addresses of all partners.

2. *General.*—Read DMEA Order 1, "Government Aid in Defense Exploration Projects," before completing this application. Submit this application and all accompanying papers in quadruplicate (four copies), with your name and address on each sheet of the application and on all accompanying papers. Where sufficient space is not provided on the form for all required information, state it on an accompanying paper, with a reference in each case to the instruction to which it refers by number. Comply with all applicable instructions; or, if not applicable, so state. File the application with Defense Minerals Exploration Administration, Department of the Interior, Washington 25, D. C., or with the nearest field executive officer thereof.

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract See attached sheet.

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JAN 11 1956
U. S. Geological Survey
Knoxville, Tenn.

(*b*) State any mine name by which the property is known. Willis Mine

(*c*) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise Lessees

(*d*) If you are not the owner, submit with this application a copy of the lease, contract, or other document under which you control the property. Attached hereto.

(*e*) If you own the land, describe any liens or encumbrances on it

(*f*) If the land consists of unpatented claims, add to the description above, the book and page numbers for each recorded location notice.

4. *Physical description.*—(*a*) Describe in detail any mining or exploration operations which have been or now are being conducted upon the land, including existing mine workings and production facilities. State your interest, if any, in such operations. Also describe accessibility of mine workings for examination purposes. See attached sheet.

(*b*) State past and current production, and ore reserves, if any, giving quantities and grades. See attached sheet.

(*c*) Describe the geologic features of the property, including mineralization, type of deposit (vein, bedded, etc.), and your reasons for wishing to explore. Illustrate with maps or sketches. Send with your application (but not necessarily as a part of it) any geologic or engineering report, assay maps, or other technologic information you may have, indicating on each whether you require its return to you. Vein.

(*d*) State the facts with respect to the accessibility of the project: Access roads, distances to shipping, supply and residence points. See attached sheet.

(*e*) State the availability of manpower, materials, supplies, equipment, water, and power.
Manpower, materials, supplies, equipment and power are all available.

16—66551-1

5. *The exploration project.*—(*a*) State the mineral or minerals for which you wish to explore Green Mica.

(*b*) Describe fully the proposed work, including a map or sketch of the property showing a plan (and cross sections if needed) of any present mine workings, and the location of the proposed exploration work as related to such features as contacts, veins, ore-bearing beds, etc. See attached sheet.

(*c*) The work will start within 30 days and be completed within 90 days months from the date of an exploration project contract.

(*d*) State the operating experience and background of the applicant with relation to the ability to carry out such exploration project, and also that of the person or persons who will supervise the operations. See attached sheet.

6. *Estimate of costs.*—Furnish a detailed estimate of the costs of the proposed work (you will have to use a separate sheet), under the following headings. Add the totals under all headings to give the estimated total cost of the project:

(*a*) *Independent contracts.*—(Note.—If the applicant does not intend to let any of the work to contractors, write "none" after this item. To the extent that the work is to be contracted, do not repeat the cost of the contract-work in subsequent items.) State the cost of any proposed independent contracts for the performance of all or any part of the work, expressed in terms of units of work (such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, per cubic yard of material moved, etc.). (See attached sheet for estimate of all costs.)

(*b*) *Labor, supervision, consultants.*—Include an itemized schedule of numbers, classes and rates of wages, salaries or fees for necessary labor, supervision and engineering and geological consultants.

(*c*) *Operating materials and supplies.*—Furnish an itemized list, including items of equipment costing less than $50 each, and power, water and fuel.

(*d*) *Operating equipment.*—Furnish an itemized list of any operating equipment to be rented, purchased, or which is owned and will be furnished by the Operator, with the estimated rental, purchase price, or suggested use-allowance based on present value, as the case may be.

(*e*) *Rehabilitation and repairs.*—Furnish a detailed list showing the cost of any necessary initial rehabilitation or repairs of existing buildings, installations, fixtures, and movable operating equipment, now owned by the Operator and which will be devoted to the exploration project.

(*f*) *New buildings, improvements, installations.*—Furnish a detailed list showing the cost of any necessary buildings, fixed improvements, or installations to be purchased, installed or constructed for the benefit of the exploration project.

(*g*) *Miscellaneous.*—Furnish a detailed list showing the cost of repairs to and maintenance of operating equipment (not including initial rehabilitation or repairs of the Operator's equipment), analytical work, accounting, workmen's compensation and employers' liability insurance, and payroll taxes.

(*h*) *Contingencies.*—Give an estimate of any necessary allowances for contingencies not included in the costs stated above.

NOTE.—No items of general overhead, corporate management, interest, taxes (other than payroll and sales taxes), or any other indirect costs, or work performed or costs incurred before the date of the contract, should be included in the estimate of costs.

7. (*a*) Are you prepared to furnish your share of the cost of the proposed project in accordance with the regulations on Government participation (Sec. 7, DMEA No. 1)?

(*b*) How do you propose to furnish your share of the costs?

☐ Money ☒ Use of equipment owned by you ☐ Other

Explain in detail on acompanying paper.

CERTIFICATION

The undersigned, whether as an individual, corporate officer, partner, or otherwise, both in his own behalf and acting for the applicant, certifies that the information set forth in this form and accompanying papers is correct and complete, to the best of his knowledge and belief.

Dated January 9th, 1956

Sherrill Huskins, Paul Petty, Grover Grindstaff & John Tipton
(Applicant)

By Sherrill Huskins

Title 18, U. S. Code (Crimes), Section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

U. S. GOVERNMENT PRINTING OFFICE 16—66551-1

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JAN 13 1956

3(a). BEGINNING on twin poplars at the barn and runs a southerly direction about 300 feet to a poplar at the branch; thence a southwesterly direction about 500 feet to a spanish oak corner; thence a northwesterly direction with the old line about 600 feet to a beech; thence a northeasterly direction with the fence about 600 feet to a blackgum; thence with the fence a southeasterly direction about 800 feet to the BEGINNING, and containing 5 acres, more or less.

4(a). A shaft 30 feet deep has already been sunk at this mine.
(b). about 17 pounds of high grade mica was recently taken from this mine. It had been mined some prior to these recent operations.
(d) Located about 8 miles from Spruce Pine, N. C. and about ½ mile from Wing Post Office.

5(d) Grover Grindstaff has had about 30 years mining experience and the other partners have had somewhat lesser experience.

~~6/Estimate/of/Labor/Costs/~~
5(b) Proposed work:
Propose to sink a new shaft from 50 to 60 feet deep and then to do about 60 feet of drifting.

6. Estimate of Costs:

Labor: 1 foreman @ $1.25 hr. and three hands @ $1.00 per hour, 8 hrs. a day for 90 days	$3060.00
Gasoline and oil $5.00 daily for 90 days	450.00
Explosives	500.00
Steel	250.00
Hoist House	100.00
Tools and Supplies	140.00
Contingencies	500.00
TOTAL	$5000.00

MINING LEASE

RECEIVED
JAN 13 1956

State of North Carolina Mitchell County:

This indenture made this 23rd day of November, 1955, ~~XXX 1953,~~

between John Hoyle and wife, Leona ~~Hoyle~~

of Mitchell County and State of North Carolina as party of the first part, and known as lessor, and Sherrill Huskins, Paul Petty, Grover Grindstaff and John Tipton

of Mitchell County and State of North Carolina, party of the second part and known as lessee.

WITNESSETH, That the parties of the first part in consideration of One Dollar in hand received and hereby acknowledged by the lessors, and in consideration of the agreements hereinafter contained, on the part of the party of the second part to be performed, hereby bargains, leases and grants to the party of the second part, and his heirs and assigns, for the period of five years from the date of this agreement, the following described real property, for mining purposes, in the County and State first above written to wit:

A certain mica Mine in Snow Creek Township, Mitchell County, North Carolina and known as the Willis mine and located on the lands of John Hoyle and Leona Hoyle BEGINNING on twin poplars at the barn and runs a S direction 300 ft. to poplar at branch; thence SW 500 ft. to old spanish oak corner; thence NW with old line 600 ft. to beech; thence NE with fence 600 feet to a blackgum; thence with the fence a southeasterly direction about 800 feet to the BEGINNING, and containing 5 acres, more or less.

TO HAVE AND TO HOLD the said lands to him, for mining purposes, the said lessee and his heirs and assigns for the aforesaid period of five years in compliance with the condition of this instrument, for the purpose and with the right to dig, quarry, search, explore for, obtain, and remove any kind of minerals, metals or fossils, and particularly mica, and to conduct the same to any extent the said party of the second part, the lessee, may desire. And it is hereby agreed between the parties to this agreement that the party of the second part is to have the use of any unoccupied buildings on said lands for mining purposes, and that he shall have the right to erect such buildings as he needs to carry on such mining operatins during the period of this lease, and that the party of the second part shall keep the same in as good condition as when received, unavoidable accidents excepted. And it is also agreed by the party of the second part that no unnecessary damage is to be done to the lands herein leased during the period of this lease and the continuance of said lease, but the said party of the second part shall have the right to take from said lands leased to the party of the second part any wood or timber the party of the second part may need to carry on said mining operations or which may be needed to carry on the addition to existing buildings or to erect new buildings or sheds on said lands. (Timber of high or special market value is excepted and shall not be used by the lessee.) And it is hereby agreed that the party of the second part, the lessee, is to have right-of-way of ingress and egress to said mines or land upon which exploration is being conducted.

AND IT IS FURTHER AGREED That the party of the second part, the lessee hereby agrees to pay to the said parties of the first part, or his or their heirs or assigns, a rental royalty of One-eighth royalty

on the minerals taken and sold from said mines which shall be for the use of the said lands for the aforesaid period of five years. The said amounts shall be payable on the computation of selling bills on the tenth day of each month covering sales made during the previous month. Any minerals other than those set forth above which may be taken and sold shall be paid for and at the usual royalty rate of the minerals taken.

~~No option to purchase~~

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, shall have the option to renew this lease and to extend the period of its running for an additional five years from the date of its present termination. The option shall be exercised by giving formal written notice to the party of the first part or by the continuation of any mining operations then being conducted. The lessor reserve the right to use the land, or convey the same not conflicting with this lease, but under any conveyance the terms of this lease must be recognized by the grantee, purchaser, or assigns thereof. And it is agreed that the lessee may assign this mining lease or any part thereof and that he may sublease.

AND IT IS FURTHER AGREED That the lessee, the party of the second part, his heirs or assigns, is hereby given an option to purchase all the right, title and interest, legal and equitable to and in the real estate described and set forth in this lease for a total purchase price of No option to purchase, said purchase price to be paid in full within three years from the date of this instrument and it is agreed that all rental royalties paid to the party of the first part shall apply toward and be a part of the total purchase price above set forth, and that at such time that the total purchase price is paid in the form of royalties or a lump sum payment or a combination of both, the party of the first part will execute a special warranty deed to the party of the second part and that a tender of the remaining purchase price at any time within the next three years shall entitle the party of the second part to specific performance of this option contract.

BUT IT IS EXPRESSLY AGREED That unless mineral or fossil material of practical value for mining purposes shall be found within a period of two years from the date of this instrument, the lease may be terminated by the lessee at any time thereafter on thirty days notice to the lessors. The lessee agrees that during the period of this lease or the continuance of this lease work in said mines or exploration for new mines within the area leased shall not cease longer than ninety days at any one time, unavoidable accidents excepted. The Lessees shall not transfer or assign this lease without the written consent of the Lessors

WITNESS our hands and seals the day and year first above written.

Witness: R. B. Turner Jr.

John Hoyle (Seal)

Leona Hoyle (Seal)

(Seal)

NORTH CAROLINA

MITCHELL COUNTY

I, R. B. Turner a J. P., do hereby certify that John Hoyle and wife, Leona Hoyle, this day personally appeared before me and acknowledged the due execution of the annexed Mining Lease. Let the instrument with this certificate be registered.

Witness my hand and Official Seal, this the 23rd day of Nov, 1955

R. B. Turner
Justice of the Peace

Filed for Registration on the 23 day of Nov. 1955 at 7:00 o'clock P M., and Registered in the office of the Register of Deeds for Mitchell County, N. C. this 23 day of Nov. 1955 at 7:15 o'clock P. M., in Book 17 of Deeds, on Page 337 etc.

Edna Masters
Dep. Register of Deeds

STATE OF NORTH CAROLINA
MITCHELL COUNTY

The foregoing certificate of R. B. Turner *of* J. P. *a Notary Public of Mitchell County, with his official seal attached, is adjudged to be correct.*

Let the instrument, with the certificates be registered. This the 23 *day of* November, 1955.

C. T. Greene
Clerk of the Superior Court