DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 2178

DO NOT DETACH THIS SLIP

Action on this document is recorded and controlled in Reports and Records Branch. Any movement of this document between divisions or offices of DMA or movement outside DMA must be reported to the Reports and Records Branch. Actions taken that affect status of the case must also be reported.

This document has been recorded as

EXPLORATION PROJECT

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.

Routing Slip

Code [redacted] 370

To:	Indus.Minls.Br.	Date	10/23/51
To:	J.A. Barr Jr	Date	
To:		Date	
To:	P.E.Div.	Date	11/21/51
To:	Hook	Date	12/4/51
To:	Kupfer U.S.G.S.	Date	12/4/51
To:		Date	
To:		Date	
To:		Date	
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DO NOT DETACH

CONTROLLED DOCUMENT

FILE COPY
SURNAME:

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

FEB 15 1952

Houk
Ruth for Norton
Deffeck
Thayer
Hedges
F. Johnson

Mrs. H. O. Wiles
211 North 14th Avenue
Hopewell, Virginia

Re: DMEA-2178 - Mica
Wilkes County, North Carolina

Dear Mrs. Wiles:

Your application for exploration assistance on your mica deposit in Wilkes County, North Carolina, and subsequent information supplied this office, has been reviewed by the staff of the Defense Minerals Exploration Administration.

You have not demonstrated in your proposal or by subsequent information, evidence showing the possibility of disclosing minable reserves of strategic mica in significant quantities, nor does it show sufficient promise to justify sending a Field Team to examine it. Your application is herewith denied.

DMEA wishes to thank you for making this application, and regrets that we cannot approve the expenditure of United States Government funds for exploration assistance on this property. Should you obtain additional information on your project, particularly in regard to any ruby mica you may have in the area, this office would be pleased to receive samples of the material for evaluation.

Sincerely yours,

C. O. Mittendorf (fw) 2/15/52

Acting Administrator
Defense Minerals Exploration
Administration

LGHouks:gad
1/21/52
Copy to: Region VII (2)
Mr. Dietrich, 3526
Docket File
Admin. Reading File
Mr. J. J. Norton, Rm. G-228 GSA Bldg.
Mr. Houk

IN REPLY REFER TO:

G-MD-DHK

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

December 14, 1951

Supplemental Memorandum:

To: Lawrence Houk, Defense Minerals Exploration Administration

From: Donald H. Kupfer, U. S. Geological Survey

Subject: Wiles application DMA-2178

Mrs. Wiles' submitted supplemental data to this application on November 30, 1951 before any action had been taken on Mr. Griffitts recommendations. The supplemental data consists of various legal documents and a statement that the property includes the Press Brown Mine and the Tom Kirby Mine.

According to the records of the Colonial Mica Corporation, The Press Brown Mine produced 226 pounds of green mica during World War II. Our files contain no other information on this property.

Mr. Waskey of DMPA says that mica samples submitted to him by the applicant could be rifted to give some strategic grade and quality mica of ruby color.

The third paragraph of Griffitts' memorandum describing the district and points 2, 4, and 5 of the last paragraph still apply. The applicant should be asked for more data.

Donald H. Kupfer

Donald H. Kupfer

IN REPLY REFER TO:

G-MD-DHK

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

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Donald H. Kupfer

copy to: DMEA files

FILE COPY
SURNAME:

Barr

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

370

G.E.C.

Mrs. H. O. Wiles
~~211~~ North 14th Avenue
Hopewell, Virginia

Subject: DMA-2178X

Dear Mrs. Wiles:

In reviewing your application for aid for an exploration loan (MF-103) we find you have not submitted sufficient information to determine the merits of your request.

Kindly submit the following information:

1. Name of mine, present and former names.
2. List former operators.
3. Describe the present mine openings, length width, depth, type open cut tunnel.
4. Submit samples of your best quality mica. Sample should be about 1/8" thick and clear.
5. What type of exploration is planned?
6. The time needed, cost estimates and rental equipment needed must be explained in more detail.
7. Describe fully the proposed work, amount of dirt to be moved, distance, number and footage of diamond drill holes.
8. Give total shifts to complete work.
9. It is necessary that you furnish this office with a detailed list with estimated costs of each item for materials, supplies, engineering, accounting, power, water and utilities.

Sincerely yours,

SIGNED

J.F.

James A. Barr, Sr., Chief
Industrial Minerals Branch

LGHOUK:esf
10/31/51
cc: DMA Docket File
Mr. Barr

IN REPLY REFER TO:

G-MD-WRG

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

October 29, 1951

Memorandum

To: Robert Waskey, Defense Minerals Administration

From: W. R. Griffitts, U. S. Geological Survey

Subject: Application DMA-2178 from Mrs. H. O. Wiles for exploration for strategic mica in Wilkes County, North Carolina.

This application, DMA-2178, is for exploring one or more deposits in Mulberry Township, Wilkes County, North Carolina that are supposed to have been mined on a small scale for ruby mica. Feldspar, kaolin, and strategic quartz are said also to occur on the property.

The location is given in only general terms and no names of former operators or mine names are given. It is therefore impossible to tell whether or not the files of the Geological Survey contain any information about the property.

This property is apparently in the middle part of the Wilkes District, where all the known mica deposits yield warped, wavy green mica or in a few, greenish rum mica. Much is mineral stained. The quality of the sheet bought from the area by the Colonial Mica Corporation was rather poor. Only one deposit yielded mica that averaged as high as 8 percent fair-stained or better, and only one other deposit yielded mica that averaged over 3 percent fair-stained or better, one third to one half of the mica was poorer than good-stained. This wouldn't be bad if the total production were moderately large, but the total war-time production exceeded 200 pounds at only seven mines. None of the deposits examined by the Survey contained feldspar recoverable by hand cobbing, strategic quartz, large enough tonnages of kaolin to be worth exploiting, or any other material that could be recovered as a by-product of mica mining.

The application does not give evidence of the occurrence of strategic mica, describe present mine openings, or what type of exploration is planned. The time needed, costs estimated, and equipment needed are inconsistent.

It is suggested that the applicant be asked to submit more data on the following points:

1. The location of the deposit.

2. The amount of mining done in the past. If any work was done during World War II, who did it, and what property name did he use. With that we could check the wartime production and quality data.

3. The nature of the mica. This would best be satisfied by submitting a sample of mica from the property.

4. The nature of the present exposure that leads the applicant to believe there is a worth-while mica deposit on the property.

5. The type and amount of exploration needed.

W. R. Griffitts

IN REPLY REFER TO:

G-MD-WRG

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

a.e.c.

October 29, 1951

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4. The nature of the present exposure that leads the applicant to believe there is a worth-while mica deposit on the property.

5. The type and amount of exploration needed.

SIGNED

W. E. Griffitts

Not stripped in R.v.R.

WRGriffitts:jeh
G-10/29/51
copy to: Director's Reading file 4212
Branch " " "
DMA files
Griffitts G-230

Mrs. H. O. Wiles
211 North 14th Avenue
Hopewell, Virginia

Subject: DMA-2178
Re: Exploration Loan

My dear Mrs. Wiles:

This will acknowledge receipt of your application dated October 15, 1951 for a loan under the Defense Production Act of 1950.

Your application was assigned Docket Number DMA-2178 and referred to the Industrial Minerals Branch.

Kindly refer to DMA- 2178 in any future correspondence relating to your application.

Sincerely yours,

Robert E. Adams

Robert E. Adams, Chief
Reports and Records Unit

2463

Hon. Mr. Wosley.

Form MF-103
(Revised June 1951)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.1.

D.M.A. Docket # 2178 X

MF-103 Should Be Filed With General Technical Data Form MF-100

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950

Not To Be Filled in by Applicant

Docket No. dmea 2178
Metal or Mineral
Date Received 11-30-51
Amount $
Participation (Government %)

Name and address of applicant

Mrs. H. O. Wiles
211 N. 14th Avenue
Hopewell, Virginia

Date 11-15-1951

DEFENSE MINERALS ADMINISTRATION WASHINGTON, D.C.
NOV 30 8 59 AM '51

If you have already filed MF-100, give date filed _____, type of assistance requested _____,

DMA Docket Number (if available) _____

INSTRUCTIONS

Read Mineral Order 5, Regulations Governing Government Aid in Defense Projects, before completing this application. Submit four copies each, of the signed application form, General Technical Data Form MF-100, and answers to questions as specified, to Defense Minerals Administration, Department of the Interior, Washington 25, D. C., or to the nearest field executive office thereof, with your name and address on each sheet of the application and all accompanying papers. If you have previously filed MF-100, it is not necessary to file it again. However, you should indicate in space provided above the type of assistance previously applied for (loans, procurement contracts, etc.) and DMA Docket Number, if available. *When a question is inapplicable it should be so stated in the form.* Additional sheets should be attached in answering any questions or in supplying additional information. IF YOU CANNOT ANSWER A QUESTION, SO STATE.

1. (*a*) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property.

   (*b*) If you are not the owner of the property, submit a copy of the lease, purchase option, or other agreements under which you are authorized to operate the property with each copy of your application.

   (*c*) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted.

   NOTE: (1) If both areas are the same, so state. The only obligation to repay the Government is from the net earnings from any commercial discovery made in the area specified in (*c*) above in which the exploration is to be conducted, and the expenditure of funds which may be charged as costs of the project must be limited to that area or to work necessary to perform the exploration in that area.

   (2) If applicant is not the owner of the property or if there are any liens or encumbrances against the property, copy of agreements of claimants, lienors, encumbrances, and lessors subordinating their interests in the property to the interest of the Government under the Exploration Project Contract will be required for attachment to the Contract.

2. (*a*) What metals or minerals do you expect to find?

   (*b*) Furnish statement of the geologic features of your property, giving type of ore deposit and reasons for expecting to find commercial ore bodies. Illustrate with maps or sketches. If you have a geologic or engineering report, or assay maps showing width and grade, please send them with application, stating whether or not you wish to have them returned. None

work in World War I

The information requested in questions 3, 4, 5, 6, 7, 8, and 9 below should be answered specifically and in detail, as this information will be attached to and incorporated as part of the Exploration Project Contract, if such contract is entered into with you by the Government.

ANSWER EACH QUESTION ON SEPARATE SHEETS OF PAPER AND SUBMIT A COPY OF EACH ANSWER FOR EACH COPY OF YOUR APPLICATION.

3. (*a*) Describe fully the proposed work and give the total cost of the project.

   (*b*) State the time required to start the project and to complete it.

4. Submit a map or sketch of the property involved showing a plan (and cross section, if needed) of the present mine workings and the *location of the proposed exploration work* as related to geologic features, such as contacts, veins, ore-bearing beds, etc.

5. Furnish an itemized list of existing facilities, buildings, installations, and fixtures with a statement of the cost of any necessary rehabilitation or repairs to put into useful and operable condition.

6. Furnish a detailed list of additional facilities, buildings, and fixtures to be purchased, installed, or erected by you, with the estimated cost of each item.

7. Furnish a detailed list of operating equipment, separated into items to be—

   (*a*) Rented

   (*b*) Purchased

   (*c*) Furnished by you

   with the rental, purchase price, or depreciation of each item, as the case may be, to be charged as a cost of the project.

8. Furnish an itemized schedule of labor, by numbers and classes (miners, muckers, etc.) and of supervisors by numbers and positions, with the maximum wages or salaries to be paid to each.

9. Furnish a detailed list with estimated cost of each item for materials, supplies, engineering, assaying, accounting, power, water, utilities, and any other items not provided for above.

10. (*a*) How much are you prepared to invest in the proposed project?

    (*b*) Is this amount sufficient to pay your part of the cost of the project, in accordance with the regulations on Government participation (Sec. 9 of MO–5)?

11. State any conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions.

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this form and accompanying papers is correct and complete to the best of their knowledge and belief.

---------- By ----------
(Name of company) (Signature of authorized official)

---------- ----------
(Date) (Title)

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—64067-2

Form MF-103
(Revised June 1951)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.1.

MF-103 Should Be Filed With General Technical Data Form MF-100

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950

Not To Be Filled in by Applicant

Docket No. .....
Metal or Mineral .....
Date Received .....
Amount $.....
Participation (Government %)
.....

Mrs. H. O. Wiles
211 N. 14th Avenue
Hopewell, Virginia

Name and address of applicant

Date 11-15-1951

If you have already filed MF-100, give date filed ....., type of assistance requested .....,

DMA Docket Number (if available) .....

INSTRUCTIONS

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1. (*a*) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property.

   (*b*) If you are not the owner of the property, submit a copy of the lease, purchase option, or other agreements under which you are authorized to operate the property with each copy of your application.

   (*c*) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted.

   NOTE: (1) If both areas are the same, so state. The only obligation to repay the Government is from the net earnings from any commercial discovery made in the area specified in (*c*) above in which the exploration is to be conducted, and the expenditure of funds which may be charged as costs of the project must be limited to that area or to work necessary to perform the exploration in that area.

   (2) If applicant is not the owner of the property or if there are any liens or encumbrances against the property, copy of agreements of claimants, lienors, encumbrances, and lessors subordinating their interests in the property to the interest of the Government under the Exploration Project Contract will be required for attachment to the Contract.

2. (*a*) What metals or minerals do you expect to find?

   (*b*) Furnish statement of the geologic features of your property, giving type of ore deposit and reasons for expecting to find commercial ore bodies. Illustrate with maps or sketches. If you have a geologic or engineering report, or assay maps showing width and grade, please send them with application, stating whether or not you wish to have them returned.

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3. (*a*) Describe fully the proposed work and give the total cost of the project.

   (*b*) State the time required to start the project and to complete it.

4. Submit a map or sketch of the property involved showing a plan (and cross section, if needed) of the present mine workings and the *location of the proposed exploration work* as related to geologic features, such as contacts, veins, ore-bearing beds, etc.

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8. Furnish an itemized schedule of labor, by numbers and classes (miners, muckers, etc.) and of supervisors by numbers and positions, with the maximum wages or salaries to be paid to each.

9. Furnish a detailed list with estimated cost of each item for materials, supplies, engineering, assaying, accounting, power, water, utilities, and any other items not provided for above.

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U. S. GOVERNMENT PRINTING OFFICE 16—64067-2

Form MF-103
(Revised June 1951)

UNITED STATES DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS ADMINISTRATION

1. (a) See leases and options attached.

   (b) See attached leases and options.

   (c) See attached leases and options.

   Note: (1) Areas same

   (2)

2. (a) Mica, Feldspar, Koalin, and other minerals

   (b) Map attached

3. (a) Based on probability of Federal Survey Results, it is anticipated that depth and surface deposits will be of inestimable quantity, quality, and type. Depth mining will logically entail amounts of money only to be determined as operations develop.

   (b) Dependent upon government approval of this application; project may be started upon receipt of this approval.

4. See Section 1, part b.

5. None -- no useable buildings on the property involved.

6. Not applicable at this time.

7. (a) Bulldozer -- large, $15.00 per hour
   Truck -- $5.00 per hour - Driver -- $1.25 per hour
   Air Compressor -- $7.50 per hour

   (b) Small hand tools and equipment -- $300.00

   (c) None

8. One supervisor - $20.00 per day
   Five laborers - $10.00 per day per person
   One foreman - $20.00 per day

9. Unable to answer at this time.

10. (a) 10% of Government cost for Exploration Aid; other investment funds available pending result of Government Exploration Aid report.

    (b) Yes.

Extra Information:

There have been two operations on property involved, namely:
Press Brown Mine - - Eight miles north of North Wilkesboro, N. C., on Route 18 on the Mulberry Farm. Was mined by Silas Johnson, who is now dead.
Tom Kilby Mine - - Next to the above property. Mined in 1918.

pit 40' deep filled to 10' surface

Form MF-103
(Revised June 1951)

UNITED STATES DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS ADMINISTRATION

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DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.1.

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Not To Be Filled in by Applicant

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4. Submit a map or sketch of the property involved showing a plan (and cross section, if needed) of the present mine workings and the *location of the proposed exploration work* as related to geologic features, such as contacts, veins, ore-bearing beds, etc.

5. Furnish an itemized list of existing facilities, buildings, installations, and fixtures with a statement of the cost of any necessary rehabilitation or repairs to put into useful and operable condition.

6. Furnish a detailed list of additional facilities, buildings, and fixtures to be purchased, installed, or erected by you, with the estimated cost of each item.

7. Furnish a detailed list of operating equipment, separated into items to be—

   (*a*) Rented

   (*b*) Purchased

   (*c*) Furnished by you

   with the rental, purchase price, or depreciation of each item, as the case may be, to be charged as a cost of the project.

8. Furnish an itemized schedule of labor, by numbers and classes (miners, muckers, etc.) and of supervisors by numbers and positions, with the maximum wages or salaries to be paid to each.

9. Furnish a detailed list with estimated cost of each item for materials, supplies, engineering, assaying, accounting, power, water, utilities, and any other items not provided for above.

10. (*a*) How much are you prepared to invest in the proposed project?

    (*b*) Is this amount sufficient to pay your part of the cost of the project, in accordance with the regulations on Government participation (Sec. 9 of MO–5)?

11. State any conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions.

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this form and accompanying papers is correct and complete to the best of their knowledge and belief.

---------- By ----------
(Name of company) (Signature of authorized official)

---------- ----------
(Date) (Title)

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—64067-2

Form MF-103
(Revised June 1951

UNITED STATES DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS ADMINISTRATION

1. (a) See leases and options attached.

   (b) See attached leases and options

   (c) See attached leases and options.

   Note: (1) Areas same

   (2)

2. (a) Mica, Feldspar, Koalin, and other minerals.

   (b) Map attached.

3. (a) Based on probability of Federal Survey Results, it is anticipated that depth and surface deposits will be of inestimable quantity, quality, and type. Depth mining will logically entail amounts of money only to be determined as operations develop.

   (b) Dependent upon government approval of this application; project may be started upon receipt of this approval.

4. See Section 1, part b.

5. None -- no useable buildings on the property involved.

6. Not applicable at this time.

7. (a) Bulldozer -- large, $15.00 per hour
   Truck -- $5.00 per hour - Driver -- $1.25 per hour
   Air Compressor -- $7.50 per hour

   (b) Small hand tools and equipment -- $300.00

   (c) None

8. One supervisor - $20.00 per day
   Five laborers - $10.00 per day per person
   One foreman - $20.00 per day

9. Unable to answer at this time.

10. (a) 10% of Government cost for Exploration Aid; other investment funds available pending result of Government Exploration Aid report.

    (b) Yes.

Extra Information:

There have been two operations on property involved, namely:

Press Brown Mine - - Eight miles north of North Wilkesboro, N. C., on Route 18 on the Mulberry Farm. Was mined by Silas Johnson, who is now dead.

Tom Kilby Mine - - Next to the above property. Mined in 1918.

D.M.A. Docket # 2178 X

Form WD-101-WARRANTY DEED For Sale by James Williams & Co., Yadkinville, N. C.

NORTH CAROLINA, Wilkes COUNTY

THIS DEED, made this 8th day of April, A. D. 19 02.

by Solomon Brown and wife, Nancy Brown,

of Wilkes County and State of North Carolina

of the first part, to Mary E. Brown

of Wilkes County and State of North Carolina

of the second part:

WITNESSETH, That said parties of the first part, in consideration of

One Hundred, Dollars

to them paid by party of the second part,

the receipt of which is hereby acknowledged has bargained and sold, and by these presents

does grant, bargain, sell and convey to said party of the secondpart, their

heirs and assigns, a certain tract or parcel of land in Township,

Wilkes County, State of North Carolina, adjoining

the lands of C. C.Smoot and Sons Co.

and others, and bounded as follows, viz.:

Beginning on a chestnut oak on a high mountain running East Eighty poles to a chestnut oak, North 96 poles to a red oak West course to sourwood South to the beginning containing 44 acres, more or less.

The conditions of ths deed that we shall have the possession of the land our life time if we heed it all so she shall not sell it without our consent during our life time.

The above described lands were conveyed to grantors by .....

..... See Book....., Page.....

TO HAVE AND TO HOLD the aforesaid tract or parcel of land, and all privileges and appurtenances thereto belonging, to the said party of the second part, her .....heirs and assigns, to ~~their~~ her only use and behoof forever.

And the said parties of the first part, ..., for them sel ves and their heirs, executors and administrators, covenant.....with said..... party of the second part, her heirs and assigns, that .....seized of said premises in fee and ha ve right to convey in fee simple; that the same are free and clear from all encumbrances, and that she do hereby forever warrant and will forever defend the said title to the same against the claims of all persons whomsoever. .....

.....

.....

IN TESTIMONY WHEREOF, the said parties of the first part, ...

.....

ha ve hereunto set their hand s and seal s, the day and year first above written.

Solomon his x mark Brown (SEAL)

mark (SEAL)

ATTEST: Nancy her x mark Brown (SEAL)

..... (SEAL)

STATE OF NORTH CAROLINA.....County.

I, ...Clerk of the Superior Court, hereby certify that

..... and.....

his wife, personally appeared before me this day and acknowledged the due execution of the annexed Deed of Conveyance. Let the instrument, with this certificate, be registered.

Witness my hand and official seal, this.....day of....., A. D. 19.....

.....

Clerk Superior Court.

STATE OF NORTH CAROLINA.....Wilkes.....County.

I, ...W.A. Bumgarner, J.P.....,~~Notary Public~~, do hereby certify that

.....Solomon Brown..... and.....Nancy Brown,.....

his wife, personally appeared before me this day and acknowledged the due execution of the annexed Deed of Conveyance.

Witness my hand and notarial seal, this.....8th.....day of.....April....., A. D. 19..12..

.....W. A. Bumgarner, J.P....., N. P. (Seal)

My commission expires.....

STATE OF NORTH CAROLINA.....Wilkes.....County.

The foregoing certificate of.....W.A. Bumgarner, Justice of Peace.....

a~~Notary Public~~ of.....Wilkes.....County, State of North Carolina, is adjudged to be correct. Let the instrument, with the certificates, be registered.

Witness my hand and official seal, this.....11th.....day of.....Oct......, A. D. 19..37..

.....C.C. Hayes,.....

Clerk Superior Court.

North Carolina
Wilkes County

This is to certify that this is a true and exact copy of the original Deed as appears on record in the office of the Register of Deeds office in Book #182, page 96. This 10th day of Nov. 1951.

Elsie Foster Deputy
Register of Deeds.

WARRANTY DEED

Solomon Brown and Nancy Brown,

TO

Mary E. Brown,

Consideration . . . . . $ 100.00

Dated 8th day of April, 19 02

Filed for registration on the 11th day of October, 19 51 at 9-50 o'clock A. M., and registered in the office of the Register of Deeds for Wilkes County, N. C., this 11th day of October, 19 51 at 10-05 o'clock A. M., in Book 182 of Deeds, on page 96, and verified.

Oid Wiles
AT. Register of Deeds.

6M—10-50

MARTIN SHATLEY AND WIFE,
TO
P. E. BROWN.

D EE D

STATE OF NORTH CAROLINA
WILKES COUNTY.

This Deed, Made this 11th day of March, 1902, by Martin Shatley and Sarah A. Shatley, his wife, of Wilkes County, and State of North Carolina, of the first part to P. E. Brown of Wilkes County, and State of North Carolina of the second part.

Witnesseth, that said Martin Shatley and Sarah A.Shatley, his wife, for and in consideration of Five Hundred Dollars to them paid by P. E. Brown, the receipt of which is hereby acknowledged hath bargained and sold and by these presents, do bargain sell and convey to said, P. E. Brown, and his heirs and assigns a certain tract of parcel of land in Mulberry Township, Wilkes County, State of Northcarolina, adjoining the lands of Emery Whittington, L. W. Shoemate, Henry Bell, Dorus Kilby, P. E.Brown and others bounded as follows viz:

BEGINNING on a white oak on the South side of the branch near the Reddies River ~~xxxxxxxxxxxxxx~~ Road, running North 108 poles to a chestnut oak, then east with Shady Lones line to a small chestnut on a ridge in L. W. Shoemate line, then ~~xxxxxxxxxx~~ North with said line 34 poles to a spanish oak on the top of the ridge, then North 9 degs.East 14 poles to a pine at the road, then North 47 degs. West 33 poles to a pine by the road, then North 57 degs. West ~~#~~26 poles to a chestnut then North 8 degs. West 29 poles to a chestnut oak by said road, then North 25 degs. East ~~29~~ 28 poles to a pine, then North 31 degs. West 30 poles to a maple William Browns line, then West with said line 22 poles to a chestnut, then North 72 degs. west 79 poles to a double chestnut oak then South 27 degs.west with said line, seventy six poles to the corner, then West 12 poles to a chesnutut oak then South fourty four poles to a pine, then West 5 poles to Dorus Kilby line, then South with Kilbys line, 60 poles to a stake, then East 21 poles to a whiteoak then North 93 poles to a white oak, then East 100 poles to a hickory, then ~~xxxx~~ South 60 poles to a chestnut then east 26 poles to a hickory then North 20 poles to a hickory then east 24 poles to a dogwood, then south one hundred and fifty four poles to a rock on the road, near the old brick yard, then Easr 24 poles to a white oak the being about 115 acres more or less.

To Have and to Hold, the aforesaid tract or parcel of land and all privileges and appurtenances thereto belonging to the said P. E. Brown, his heirs and assigns, to his only use and behoof forever and the said Martin Shatley and wife, S. A. Shatley, covenant to and with the said P.E. Brown, his heirs and assigns, and that they are seized of said premises in fee and have a right to convey the same in fee simple that the same are fee from all incumbrances and that they will warrant and defend the said title to the same against the claims of all persons whatsoever.

In Testimony Whereof, the said Martin Shatley and wife,S.A. Shatley, hath hereunto set their hands and seals, the day and year above written.

Martin Shatley, (Seal)
Sarah A. Shatley, (Seal)

North Carolina
Wilkes County

I, W.T. Kilby, do hereby certify that Martin Shaltey and Sarah A. Shatley, his wife, personally appeared before me this day and acknowledged the due execution of the annexed deed of conveyance and the said Sarah A. Shtaley, being by me privately examined separate and apart from her said husband, touching her voluntarily execution of the same doth state that she signed the same freely and volun arily without fear or compulsion of her said husband or any other person and that she doth still voluntarily assent thereto.

Witness my hand and private seal, this 11th day of March, 1902.

W. T. Kilby, J.P.

State of North Carolina
Wilkes County

The foregoing or annexed certificate of W.T. Kilby, a Justice of Peace, of Wilkes County, is adjudged to be correct. Let the said instrument and the certificates be registered. March 29th, 1902.

L. Bumgarner, Clerk Superior Court.

Filed March 29, 1902.
Registered April 14, 1902.

State of North Carolina
Wilkes County

This is to certify that this is a true and exact copy of the Original Deed as appears on record in the office of the Register of Deeds of Wilkes County, in Book #40, at page #329.

This 9th day of Novmeber, 1951.

Elaine Foster Deputy
Register of Deeds.

NORTH CAROLINA
WILKES COUNTY

THIS DEED, Made this 14th day of October, 1944, by and between HOLLAND LORENA WILES, widow, of Huntington, Cabell County, West Virginia, party of the first part and GRACE KEY, RFD No. 1, Reddies River, Wilkes County, North Carolina, party of the second part:

Witnesseth: That for and in consideration of the sum of Seven Hundred $700.00, Dollars, cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowleded the said party of the first part has bargained and sold, and by these presents doth grant, bargain, sell and convey, unto thesaid party of the second part, heir and assigns, subject to the execeptions and reservations hereinafter mentioned, all that certain tract or parcel of land, situate in Mulberry Township, Wilkes County, Stateof North Carolina, bounded substantially as follows:

On the North by the lands of P. E.Brown. Revenue Stamp $1.10
On the East by the land of E.A. Higgins.
On the South by the lands of C.C. Higgins and
On the West by the lands of N. A. Wyatt.

estimated to containe One Hundred and Twenty Five (125) acres, be the same more or less, including all the real estate in said township of which the late Margaret J. Wiles died seized, it being understood that said tract of land is conveyed in gross and not by the acre, and that the party of the first part makes no warranty or representation as to the acreage of said tract of land, together with all tenements, heredita- ments and appurtenances thereunto belonging or in any wise appertaining said tract of land including the various and sundry tracts or parcels of land, that were conveyed to M. Margaret sometimes Mattie J.Wiles, mother-in-law of the party of the first part, by Uriah Kilby and wife, by deed dated May 29, 1924, recorded in the office ofthe Register of Deeds for said County in Deed Book No.138, page 28, by Solomon Brown and wife by deed dated Uhly 16, 1928, recorded in said office in Deed Book No. 172, page 351, by Margaret Roberts, by deed dated June 12, 1925, recorded in said office in Deed Book No. 141, page 8, by C.C. Higgins and wife, by deed dated April 20, 1927, recorded inSaid office in Deed Book No. 172, page 355, and by other deeds not specifically mentioned, all of which passed by descent from the said Margaret J. Wiles to her son and sole heir, Harrison Otto Wiles, deceased, late husband of the party of the first part, and which passed by descent from the said Harrison Otto Wiles to his daughter, and sole heir, Gertrude M. Belk,iwfe of Sam Belk, and which were conveyed by the said Gertrude M. Belk and Sam Belk her husband, to the party ofthe first part by deed dated, December 1, 1938, recorded in said Clerk's office in Deed Book No. 210, page 423,.

There is excepted and reserved from this conveyance all mica, fluospar, and other minerals of every kind and description, whether solid fluid or gaseous, together with the untrammeled and unrestricted right to enter upon said tract of land, for the purpose of prospecting explore ing and operating the same for any of said minerals, and the right to store and refine any of said minerals upon and transport the same from and over said tract of land, in any manner, at any places and along any routes deemed necessary or convenient by the grantor for any of said purposes, provided, however, that as respects the two (2) acres of land immediately surrounding the principal dweeling, house situtate upon said tract of land, the easements hereinbefore specified shall be limited to haulage and passage-ways, whether for tram, wagon or automobile, and such other roads and passage-ways as may be deemed necessary and convenient by the grantor.

To Have and To Hold, unto the party of the second part, her heirs and assigns forever with covenants of General Warranty.

In Testimony Whereof, the party of the first part has hereunto set her hand and seal, they day and year first above written.

Holland Lorena Wiles (Seal)

STATE OF WEST VIRGINIA
COUNTY OC CABELL, to-Wit:

I, R. R. Rucker, a Notary Public, in and for said County of Cabell, do hereby certify that Holland Lorena Wiles, a widow, whose name is signed to the writing above hearing date on the 14th day of October, 1944, has this day acknowledged the same before me in my said county.

Given under my hand and seal of office this 16th day of October, 1944.

R.R.Rucker, N.P. N.P.
Cabell County West Va. (Seal)

State of North Carolina
Wilkes County

The foregoing certificate of R.R. Rucker N.P. of Cabell County, W. Va., is adjudged to be correct. Let the instrument with the certificates, be registered. Witness my hand and official seal, this 19th day of Oct. 1944.

Cora Caudill, Deputy Clerk Superior Court.

Filed Oct. 19, 1944, at 4 P.M.
Recorded Oct. 21, 1944, at 10-30 A.M.

C. C.Sidden, Register of Deeds.

North Carolina
Wilkes County

This is to certify that this is a true and exact copy of the original Deed as is filed and recorded in the office of the Register of Deeds in Book #210, at page #455. This 9th day of November, 1951.

Elsie Foster Deputy
Register of Deeds.

STATE OF NORTH CAROLINA
TAZEWELL COUNTY

QUITCLAIM DEED

Know All Men By These presents, That we, M.F.Brown and A.A. Brown, his wife, of Tazewell County, State aforesaid, for divers good causes and considerations thereunto, moving and more particularly for Four Hundred Dollars, to be had as follows, Two Hundred dollars to my sister Elizabeth I. Cambll and two hundred Dollars to my sister Julia A. Myers and two years after death of my mother Findy Brown, have remised released and forever quitclaimed and by these presents do for our selves and heirs, executors, administrators, justly and absolutely remise release and forever quitclaim, unto the said Presley E.Brown and to his heirs and assigns forever, all such right, title and interest as we the said M.F. Brown and A. A.Brown his wife, have or ought to have in all that piece, parcel, tract or lot of land lying in the County of Wilkes in Mulberry Township, and described as follows. On the waters of Reddies River containing six hundred and Fifty acres, more or less, bounded as follows.

Beginning at a post oak and red oak by the side of the old path it being Hiram Billings corner, running East 61 poles to a black oak south 48 degs. East 40 poles to a stake or pine stump East 154 poles to a small sourwood on a ridge then with the top of the mountain with James W. Brown line to Jackson Brown line, with said Brown line to William Jennings and with said line, 294 poles to a stake in Dannel Jennings line, West 18 poles to a white oak north, forty poles to a chestnut west six poles to two maples North 41 poles to a blackgum west 12 poles to a maple, North 67 poles to a hickory west 40 poles to a hickory, South 60 poles to a hickory, West crossing two branch 100 poles to a white oak south one hundred and ninty two poles to a maple west with T.L. Kilbys line, 20 poles to a white oak and pine South crossing a branch 20 poles to a Spruce pine, west 118 poles to poplar South 170 poles to the beginning known as the Presley Brown tract of land.

To Have and To Hold the above released promises unto him said Presley E. Brown, his heirs and assigns, to his and their only proper use and behoof forever, so that we, nor either of us, or any other person in our name and behalf shall or will hereafter claim or demand any right or title to the premises, or any part thereof, but they and every one of them shall by these present be excluded and forever barred.

In Witness whereof, we have hereunto set our hands and affixed our several seal, this 7th day of October, A.D. 1911.

M. F. Brown, (Seal)

A. A. Brown, (Seal)

State of Virginia
Tazewell County

I, P.S.Ellis Justice of Peace do hereby certify that M. F. Brown and A. A.Brown, his wife, personally appeared before me this day and acknowledged the due execution of the within deed of Conveyance and the said A.A. Brown, being by me privately examined separate and apart from her said husband touching her voluntary execution of the same doth state that she signed the same freely and voluntarly without fear or compulsion of her said husband, or any other person and that she doth still voluntarily assent thereto. Witness my hand and private seal, this 7th day of Oct. 1911.

P. S. Ellis, Justice of Peace.

State of Virginia
Tazewell County

I, S.M.Graham, Clerk of the Circuit Court of the County aforesaid in the State of Virginia, do hereby certify that P. S. Ellis Whose genuine

Signature is attached to the foregoing certificate is and was at the time of signing the same, a Justice of the Peace in and for the said County duly elected and qualified residing in said County and duly authorzied by virtue of his office to take acknowledgments to deeds and other writings and to administer oaths under the laws of this State. I further certify that the official acts of the said P.S. Ellis, are entitled to full credit and faith, that I am well acquainted with the handwriting of the said P. S. Ellis, and verily believe his signature to the foregoing proof or acknowledgement to be genuine and that his attestation is in due form of law.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court his 19th day of Oct. 1911. and in the 136 year of the Commonweath.

S.M. Graham, Clerk.

North Carolina
Wilkes County

The forgoing certificate of P. S.Ellis J.P. of Tazewell County, Virginia is adjudged to be in due form and according to law, Therefore let the instrument with this certificate be registered. Witness my hand and official seal, this the 10th day of Oct,

C.H.Somers, Clerk Superior Court.

Filed Oct. 10, 1912, at 1 o'clock, P.M.
Registered Oct. 10, 1912, at 4 " "

W. H. Foster, Register of Deeds.

NORTH CAROLINA
WILKES COUNTY

THIS is to certify that this is a true and exact copy of the original Deed as appears on record in the office of the Register of Deeds. In Book #85, at page #381.

This 10th day of November, 1951.

Register of Dedds.

WARRANTY DEED.—Printed and For Sale by Carter-Hubbard Publishing Company, Inc., North Wilkesboro, N. C.

NORTH CAROLINA, Wilkes COUNTY.

THIS DEED, made this 15th day of November, A. D. 1945

by Yadkin Valley Motor Co. A. F. Kilby Pres.

of Wilkes County and State of North Carolina,

of the first part, to P. E. Brown,

of Wilkes County and State of North Carolina,

of the second part:

WITNESSETH, That said Yadkin Valley Motor Co.

, in consideration of

Ten and no/100 Dollars,

to them paid by P. E. Brown,

the receipt of which is hereby acknowledged, has bargained and sold, and by these presents

does grant, bargain, sell and convey to said P. E. Brown his

heirs and assigns, a certain tract or parcel of land in Wilkes County,

State of North Carolina adjoining the lands of Monroe Wyatt, J.S.

Higgins, and P. E. Brown,

and others, and bounded as follows, viz:

Beginning on a black pine, now down, running North with the top of the ridge, Monroe Wyatt's line to a stake, thence East 84 poles to a stone, thence South to and with J. S. Higgins line, 154 poles to a chestnut stump, thence West 70 pers. South with P. E. Brown's line, 102 poles to W. A. Wiles' line, thence North with Wiles's line, 73 poles to the beginning, Containing 80 acres more or less, except 4½ acres, sold to J.P. Kilby and 7 acres sold to Rebecca Kilby,

TO HAVE AND TO HOLD the aforesaid tract or parcel of land, and all privileges and appurtenances thereto belonging, to the said P. E. Brown, his heirs and assigns, to their only use and behoof forever.

And the said Yadkin Valley Motor Co., for them sel ves and their heirs, executors and administrators, covenant with said P. E. Brown, his heirs and assigns, that they are seized of said premises in fee and ha ve right to convey in fee simple; that the same are free and clear from all encumbrances, and that they do hereby forever warrant and will forever defend the said title to the same against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the said Yadkin Valley Motor Co. ha ve hereto set their hand s and seal s, the day and year first above written.

Yadkin Valley Motor Co. (Seal)

Attest: By. A. F. Kilby, Pres. (Seal)

(Seal)

(Seal)

STATE OF NORTH CAROLINA, ...County.

I, ...Clerk of the Superior Court, hereby certify that

.....and.....

his wife, personally appeared before me this day and acknowledged the due execution of the annexed Deed of Conveyance. Let the instrument, with this certificate, be registered.

Witness my hand and official seal, this.....day of....., A. D. 195.....

.....

Clerk Superior Court.

STATE OF NORTH CAROLINA, Wilkes County.

I, Chas. Day Jr. N.P. Notary Public, do hereby certify that

A. F. Kilby and of Yadkin Valley Motor Co. holding position of President

his wife, personally appeared before me this day and acknowledged the due execution of the annexed Deed of Conveyance.

Witness my hand and notarial seal, this 15th day of November, A. D. 1945.

My commission expires Aug. 8, 1947. Chas. Day Jr. N.P., N. P. (Seal)

STATE OF NORTH CAROLINA, Wilkes County.

The foregoing certificate of Chas. Day Jr.

a Notary Public of Wilkes County, State of North Carolina, is adjudged to be correct. Let the instrument, with the certificates, be registered.

Witness my hand and official seal, this 12th day of Dec., A. D. 1945

Cora Caudill, Deputy

Clerk Superior Court.

North Carolina
Wilkes County

This is to certify that this is a true and exact copy of the original Deed as appears on record in the office of Register of Deeds inDeed Book #224, page 359.

This 9th day of November, 1951.

Elsie Foster Deputy

Register of Deeds.

WARRANTY DEED

Yadkin Valley Motor Co.

A.F. Kilby, President.

TO

P. E. Brown,

Consideration - - $ 10.00

Dated 15 day of Nov., 195 45

Filed for registration on the 12th

day of Dec., 195 45

at 4-25 o'clock P M., and registered

in the office of the Register of Deeds for

Wilkes

County, N. C., this 20 day of

Dec., 195 45, at

2 o'clock P M., in Book 224

of Deeds, on page 359, etc.

Troy C. Foster Register of Deeds.

County.

Form WD-101-WARRANTY DEED For Sale by James Williams & Co., Yadkinville, N. C.

NORTH CAROLINA, Wilkes COUNTY

THIS DEED, made this 11th day of Sept., A. D. 19 28

by Solomon Brown, Nancy E. Brown,

of Wilkes County and State of North Carolina,

of the first part, to C.C.Brown,

of Wilkes County and State of North Carolina,

of the second part:

WITNESSETH, That said Solomon and Nancy E. Brown,

, in consideration of

Two Hundred, Dollars

to them paid by C.C. Brown, and his,

the receipt of which is hereby acknowledged have bargained and sold, and by these presents

do es grant, bargain, sell and convey to said C.C.Brown, and his

heirs and assigns, a certain tract or parcel of land in Mulberry Township,

Wilkes County, State of North Carolina, adjoining

the lands of B.A.Kilby, W.T. Kilby, C.H. Higgins, W.A. Wiles

and others, and bounded as follows, viz.:

Beginning on a chestnut oak sapin in C.H. Higgins line, running North to W.T. Kilby line to a stake in said Kilby's line, then a East direction with W.T.Kilby line to a stake in W. A. Wiles line, then a South course with Wiles line, to E. A. Higgins line, same course, with Higgins line to B. A. Kilby line, thence a West course with B. A. Kilby's line to C.H. Higgins line, thence with Higgins line to the beginning, containing 10 acres more or less.

The condition of this deed is such that the said Solomon Brown and Nancy E. Brown, shall have full control of said lands during their natural life and at and after the deceased of the said Solomon Brown and Nancy E. Brown, then and there after this land is and shall be the property of C. C. Brown.

The above described lands were conveyed to grantors by .....

..... See Book....., Page.....

TO HAVE AND TO HOLD the aforesaid tract or parcel of land, and all privileges and appurtenances thereto belonging, to the said C.C. Brown, and his

.....heirs and assigns, to their only use and behoof forever.

And the said Solomon Brown and Nancy E. Brown,

....., for them sel ves and their heirs, executors and administrators, covenant.....with said C.C.Brown, his

.....heirs and assigns, that they are seized of said premises in fee and ha ve right to convey in fee simple; that the same are free and clear from all encumbrances, and that they do.....hereby forever warrant and will forever defend the said title to the same against the claims of all persons whomsoever. .....

.....

.....

IN TESTIMONY WHEREOF, the said Solomon Brown and Nancy E. Brown

.....

ha ve hereunto set their hand s and seal s, the day and year first above written.

Solomon his x mark Brown .....(SEAL)

.....(SEAL)

Nancy E. Brown, her x mark .....(SEAL)

ATTEST:

E. F. Brown .....(SEAL)

STATE OF NORTH CAROLINA.....County.

I, ...Clerk of the Superior Court, hereby certify that

..... and.....

his wife, personally appeared before me this day and acknowledged the due execution of the annexed Deed of Conveyance. Let the instrument, with this certificate, be registered.

Witness my hand and official seal, this.....day of....., A. D. 19.....

.....

Clerk Superior Court.

STATE OF NORTH CAROLINA.....Wilkes.....County.

I, ...E. F. Brown, J.P.....Notary Public, do hereby certify that

.....Solomon Brown..... and.....Nancy E. Brown,.....

his wife, personally appeared before me this day and acknowledged the due execution of the annexed Deed of Conveyance.

Witness my hand and notarial seal, this.....11th.....day of.....Sept.....A. D. 19.....28

.....E. F. Brown, J.P.....N. P. (Seal)

My commission expires.....

STATE OF NORTH CAROLINA.....Wilkes.....County.

The foregoing certificate of.....E. F. Brown, Justice of Peace.....

a Notary Public of.....Wilkes.....County, State of North Carolina, is adjudged to be correct. Let the instrument, with the certificates, be registered.

Witness my hand and official seal, this.....10th.....day of.....Nov.....A. D. 19.....51

.....Cora Caudill,.....

Clerk Superior Court.

North Carolina
Wilkes County

This is to certify that this is a true and exact copy of the original Deed as appears on record in the office of the Register of Deeds, for Wilkes County in Book 272, page #110.

This the 10th day of November, 1951.

Eloise Foster Dixon
Register of Deeds.

Copy

WARRANTY DEED

Solomon Brown, and Nancy E. Brown,

TO

C. C. Brown,

Consideration . . . . . $ 200.00

Dated 11 day of Sept., 19 28

Filed for registration on the 10th day of Nov., 19 51 at 10-50 o'clock A. M., and registered in the office of the Register of Deeds for Wilkes County, N. C., this 10th day of Nov., 19 51, at 10-50 o'clock A. M., in Book 272 of Deeds, on page 110, and verified.

Troy C. Foster, Register of Deeds.

6M—10-50

STATE OF NORTH CAROLINA
WILKES COUNTY

THIS DEED, Made this 4th day of Feb. 1921, by J. R.Kilby and Emma Kilby, his wife, of Wilkes County, and State of North Carolina of the first part, to W. T. Kilby of Wilkes County, and State of North Carolina, of the second part.

Witnesseth: that said J.R,Kilby and Emma Kilby in consideration of Five Hundred Dollars, to them paid W. T. Kilby, the receipt of which is hereby acknowledged has bargained and sold and by these presents do grant bargain, sell and convey to said W. T. Kilby and his heirs and assigned a certain tract or parcel of land in Wilkes County, State of N.C. adjoining the lands of J.L. Kilby C.C. Higgins, Geo Key and others and bounded as follows vis:

Beginning on a stone in J.L.Kilby's line, with said J.L. Kilby line to C. C. Higgins line to a small black gum corner on the North bank of a gully running with gulley a Northwest course to the top of the ridge to a white oak corner, thence a west course to the top of the mountain to a black gum then same course to a chestnut oak in Geo. Keys line, thence a south course down a small branch with Lize Brown line to a dogwood thence a East direction with Solomon Brown line, to a sourwood, same course down a ridge to a sourwood then down with the top of said ridge to a stake in Solomon's line, thence a east course to the beginning Containg 18½ acres, more or less.

To Have and to Hold, the aforesaid tract or parcel of land and all privilves and appurtenaces belonging to the said W. T. Kilby andhis heirs and assigns, to there only use and behoof forever and the said J.R. Kilby and Emma Kilby, for self and their heirs executors and administraotrs coveant to and with said W. T. Kilby and his heirs and assigns thaty the seized of said premises in fee and has right to convey in fee simple that the same are fee and clear from all encumbraces, and that they do hereby forever warrant and will ever defend the said title to the same against claims of all persons whomsoever.

In Testimony Whereof, of the said J.R. Kilby and Emma Kilby has hereunto set their hands and seals the day and year first above written.

J. R. his x mark Kilby, (Seal)

Emma Kilby, (Seal)

Witness E.F. Brown.

State of North Carolina
Wilkes County

I. E. F. Brown, Justice of Peace, do hereby certify that J.R. Kilby and Emma Kilby, his wife, personally appeared before me this day and acknowledged the due execution of the annexed deed of conveyance, and the said Emma Kilby being by me privately examined separate and a part, from her husband touching her volun arily execution of the same doth State that she signed the same freely and voluntarily without fear or compulsion of her said husband or any other person and that she doth still voluntarly assent thereto. Witness my hand and private seal,this Feb. 4, 1921.

E.F.Brown, J.P.Seal.

STATE OF NORTH CAROLINA
Wilkes County

The foregoing certificste of E. F. Brown, J.P. of Wilkes County, Is adjudged to be correct. Let the instrument with the certificate be registered. Witness my hand and seal, this 9th day of Oct. 1951.

Filed Oct. 9, 1951 at 10-45 A.M. Cora Caudill, Clerk Superior Court.

Recorded Oct.10, 1951, at 2-30 P.M. Troy C. Foster, Reg. of Deeds.

North Carolina
Wilkes county

This is to certify that this is a true and exact copy of the original Deed as appears on Record in the office of the Register of Deeds. of Wilkes County, N.C. in Book #268, page #243.

This the 9th day of November, 1951.

Elsie Foster Deputy
Register of Deeds.

Form WD-101-WARRANTY DEED For Sale by James Williams & Co., Yadkinville, N. C.

NORTH CAROLINA, Wilkes COUNTY

THIS DEED, made this 11th day of January, A. D. 19 34

by J.L. Kilby and wife, Carry Kilby,

of Wilkes County and State of North Carolina,

of the first part, to W.T. Kilby,

of Wilkes County and State of North Carolina

of the second part:

WITNESSETH, That said J.L.Kilby and Carry Kilby,

, in consideration of

Forty Five, Dollars

to them paid by W. T.Kilby and his

the receipt of which is hereby acknowledged has bargained and sold, and by these presents

do grant, bargain, sell and convey to said W.T.Kilby and his

heirs and assigns, a certain tract or parcel of land in Township,

Wilkes County, State of North Carolina, adjoining

the lands of W.F. Kilby, C.C. Higgins, Solomon Brown

and others, and bounded as follows, viz.:

Beginning on a black gum, W.T. Kilby corner, running a east course with C. C. line to a stake in the middle of the road in C.C. Higgins line, thence a South course with the middle of the road to a stake in Solomon Brown line, thence a west course with Solomon Brown line, to W. T. Kilby corner, a stake then with W. T. Kilby line a east course to a stone, W.T.Kilby corner, thence a North course with W.T.Kilby's line to the beginning, containing 3 acres, more or less, the condition of this deed is such that J. L. Kilby shall have the first that may gro on five apple trees which now stands on the land during hislife time.

I, J.L. Kilby has turned these 5 apple trees over to W.T. Kilby to have and to hold forever.

My hand and seal. J.L.Kilby x.

The above described lands were conveyed to grantors by .....

..... See Book....., Page.....

TO HAVE AND TO HOLD the aforesaid tract or parcel of land, and all privileges and appurtenances thereto belonging, to the said.....W.T.Kilby his.....

.....heirs and assigns, to.....their.....only use and behoof forever.

And the said.....J.L. Kilby and Carry Kilby,.....

....., for....them.....sel.ves..... and.....their.....

heirs, executors and administrators, covenant.....with said.....W.T. Kilby, his.....

.....heirs and assigns, that ....they....are....seized of said premises in fee and ha....ve..... right to convey in fee simple; that the same are free and clear from all encumbrances, and that.they.....do.....hereby forever warrant and will forever defend the said title to the same against the claims of all persons whomsoever. .....

.....

.....

IN TESTIMONY WHEREOF, the said.....J.L. Kilby and Carry Kilby.....

.....

ha..ve.. hereunto set.....their.hand.....s and seal.....s.., the day and year first above written.

.....J.L. Kilby x his mark.....(SEAL)

.....Carry Kilby x her mark.....(SEAL)

ATTEST: .....(SEAL)

....(SEAL)

STATE OF NORTH CAROLINA.....County.

I, ...Clerk of the Superior Court, hereby certify that

..... and.....

his wife, personally appeared before me this day and acknowledged the due execution of the annexed Deed of Conveyance. Let the instrument, with this certificate, be registered.

Witness my hand and official seal, this.....day of....., A. D. 19.....

.....

Clerk Superior Court.

STATE OF NORTH CAROLINA.....Wilkes.....County.

I, ...E.F.Brown,....., Notary Public, do hereby certify that

.....J.L. Kilby..... and.....Carry Kilby,.....

his wife, personally appeared before me this day and acknowledged the due execution of the annexed Deed of Conveyance.

Witness my hand and notarial seal, this....11th....day of.....January....., A. D. 19.24...

.....E.F.Brown, J.P......, N. P. (Seal)

My commission expires.....

STATE OF NORTH CAROLINA.....Wilkes.....County.

The foregoing certificate of.....E.F.Brown, J.P.....

a Notary Public of.....Wilkes.....County, State of North Carolina, is adjudged to be correct. Let the instrument, with the certificates, be registered.

Witness my hand and official seal, this....9th.....day of.....Oct......, A. D. 19...51...

.....Cora Caudill.....

Clerk Superior Court.

North Carolina
Wilkes County

"This is to certify that this is a true and exact copy of the original Deed as appears on record in the office of the Register of Deeds. in Book #267, page 632.

This 9th day of November, 1951.

Elsie Foster - Deputy
Register of Deeds.

WARRANTY DEED

J.L. Kilby and wife,
Carry Kilby,

TO

W.T.Kilby,

Consideration 45.00

Dated 9 day Nov., 51

Filed for registration on the 9th
day of Oct., 51 19
at 10-45 o'clock A M., and registered in the office of the Register of Deeds
for Wilkes
County, N. C., this 10th day of
October, 51, at
10 o'clock A M., in Book 267
of Deeds, on page 632, and verified.
Troy C. Foster,
Register of Deeds.

6M—10-50

NORTH CAROLINA
WILKES COUNTY

OPTION AGREEMENT

THIS AGREEMENT, Made and entered into, this 7th day of August, 1951, by and between Lizzie Brown and son, C.C. Brown, parties of the first part of Wilkes County, and State of North Carolina, and Mrs. Holland Lorena Wiles, of Hopewell, State of Virginia, party of the second part,

WITNESSETH; That for in consideration of the sum of $1.00 paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, said parties of the first part have contracted and agreed, and do hereby contract and agree with the party of the second part, that the party of the second part shall and does have a lease on all the minerals of a land on which the parties of the first part now live in Mulberry Township, Wilkes County, bounded as follows:

On the North by the land of Tom W. Kilby.
On the South by the land of Edd Higgins.
On the East by the land of Bill Reis and Milt Kee.
On the West by the land of Bill Sturdivant.

Containing approximately 55 acres.

Said party of the second part shall hereby have, and does have, a lease on said mineral, and the right to use so much of said lands as are necessary for the purpose of mining the same, but said mining operations, if any, shall not in any way interfere with growing crops and the same shall be done in such a way as to cause the least damage and inconvenience to the parties of the first part. That the party of the second part, shall have a lease on this land from August 7, 1951, to August 7, 1952, and if at any time said operation shall start during said period of time then the party of the second part, shall have the right to mine minerals as shall be profitable to the party of the second part, for a period of ten years from the 7th day of August, 1951.

If the party of the second part does not take up this lease by August 7, 1952, then the same shall be null and void unless the party of the second part, her heirs or assigns, shall pay as delay rental $1.00 per year, payable in advance, otherwise to remain in full force and effect for a period of ten years from the date of August 7, 1952. That in addition to the above consideration the parties of the first part shall receive five percent of the gross amount received from such minerals coming from said place.

IN TESTIMONY of the Willingness of the parties of the first part to confirm to the above agreement and lease, they and each of them have hereto set their hands and seals, the day and year first above written.

C.C. Brown, (Seal)

Lizzie Brown, (Seal)

STATE OF NORTH CAROLINA
WILKES COUNTY

I, T. C. Caudill, Notary Public, do hereby certify that C.C. Brown and Lizzie Brown, personally appeared before me, this day and acknowledged the due execution of the annexed Option Agreement, and the said parties being by me privately examined separate and apart from her said son, touching her voluntarily execution of the same, doth state that she signed the same freely and voluntarily, separate and apart from her said son or any other person and that she doth still voluntarily assent thereto.

Witness my h and and Notarial seal, this 8th day of August, 1951.

~~T.C. Caudill, Clerk Superior Court~~

T.C. Caudill, Notary Public.

N.P. Seal. My comm. exps. Oct. 14, 1952.

State of North Carolina
Wilkes County

The foregoing certificate of T. C. Caudill, Notary Public, of Wilkes County, is adjudged to be correct. Let the instrument with the certificate be registered.

Witness my hand and seal, this the 31st day of August, 1951.

Cora Caudill, Clerk Superior Court.

Filed August 31, 1951, at 4 P.M.
Recorded Sept. 3, 1951,

Troy C. Foster, Register of Deeds.

State of North Carolina
Wilkes County

This is to certify that this is a true and exact copy of the original Option Agreement, as appears on record in the office of the Register of Deeds, in Deed Book #259, at page #226.

This the 11th day of October, 1951.

Troy C. Foster
Register of Deeds.

D. M. A. Docket # 2178 X

Solomon + Nancy
Brown.
Hacker + marke

LIZZIE BROWN AND SON
C. C. BROWN

TO

MRS. HOLLAND LORENA WILES

OPTION AGREEMENT

NORTH CAROLINA
WILKES COUNTY

OPTION AGREEMENT

This agreement, made and entered into, this 14th day of Sept.,1950, by and between W.T. Kilby and wife, Ollive Kilby, parties of the first part, of Wilkes County and State of North Carolina, and Mrs Holland Lorene Wiles of Huntington, State of West Viriginia, party of the second part, Witnesseth:

That for and in consideration of the sum of $1.00 paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, said parties of the first part have contracted and agreed and do hereby contract and agree with the party of the second part shall and does have an option on all the minerals belonging to the parties of the first part on the hereinafter described in Mulberry, Township, Wilkes County, bounded on the North and East by C.C. Higgins, and on the South and West by C.C. Brown, and others. Containing approximately 20 acres. Said party of the second part shall hereby have, and does have, an option of said mineral and the right to use so much of said lands as are necessary for the purpose of minning the same, but said minning operations if any, shall not in any way interefere with growing crops and the same shall be done in such a way as to cause the least damage and inconvenience to the parties of the first part, that the party of the second part shall have an option on this land from Sept. 14,1950 to Sept 14, 1951, and if at any time said operation shall start during said period of time then the party of the second part, shall have the right to operate and maintain mines and shall have the right to mine such minerals as shall be profitable to the party of the second part, for a period of ten years from the 14th day of Sept.,1950

If the party of the second part, does not take up this option by Sept. 14,1951, then the same shall be null and void unless the party of the second part, her heirs or assigns, shall pay as delay rental $20.00 per year, payable in advance, otherewise to remain in full force and effect for a period of ten years from the date of Sept. 14,1950, that in addition to the above consideration the parties of the first part shall receive five per cent of the net amount received from such minerals coming from said place. by net amount is meant the amount received from such minerals after deducting the cost of mining operations not including any machinery or equipment.

In testimony of the willingness of the parties of the first part to conform to the above agreement and option, they and each of them have hereto set their hands and seals, the day and year first above written.

Witness to Mark. Sidney G. Brooks
Ollive Kilby

W.T. Kilby XHis mark (seal)

Ollive Kilby (seal)

STATE OF NORTH CAROLINA
WILKES COUNTY.

I, Sidney G Brooks, N.P. do hereby certify that W.T. Kilby and wife, Ollive Kilby, personally appeared before me, this day and acknowledged the due execution of the annexed Option Agreement, and the said Ollive Kilby being by me privately examined separate and apart from her said husband, touching her voluntarily execution of the same, doth state that she signed the same freely and voluntarily separate and apart from her said husband, of any other person, and that she doth still voluntarily assent thereto.
Witness my hand and seal, this 15 day of Sept,1950.

My comm. exps. Oct. 28,1950.

Sidney G. Brooks,N.P.

STATE OF NORTH CAROLINA
WILKES COUNTY

The foregoing certificate of Sidney G Brooks,N.P. of Wilkes Co. is adjudged to be correct. Let the instrument with the certificate be registered. Witness my hand and seal this 4th day of Oct,1950.

Cora Caudill, Dep. CSC.

Filed Oct.,4,1940 at 11 AM
Recorded Oct.5,1950 at 11:30 AM.

Troy C. Foster, Reg.ofDeeds

NORTH CAROLINA
WILKES COUNTY.

This to certify that this is a true and exact copy of the Option Agreement recorded in Book 259 page 36, in the Office of Register of Deeds Wilkes County.

Troy C. Foster
Register of Deeds

D.M.A. Docket # 2128 X

W. T. KILBY AND
OLLIVE KILBY

TO

MRS. HOLLAND LORENE WILES

OPTION AGREEMENT

NORTH CAROLINA
WILKES COUNTY

THIS LEASE AGREEMENT, Made and entered into this the 1st day of August, 1951, by and between P. E. Brown, single, of Wilkes County, State of North Carolina, hereinafter called party of the first part, and Holland Lorena Wiles, widow, of Prince George County, State of Virginia, hereinafter called party of the second part.

WITNESSETH: That subject to the terms and conditions hereinafter set forth, said party of the first part has let and leased unto said party of the second part, the exclusive right and privilege to mine, dig, mill, process and remove all minerals, ores, clays, earths, mica feldspar and stones, now in under or upon certain tracts or parcels of land lying and being in Mulberry Township, Wilkes County, State of North Carolina, and being the indentical lands purchased by party of the first part, from M. F.Brown, Martin Shatley and Yadkin Valley Motor Company, and being bounded on the East by the lands of Emory Whittington and Franklyn Myers heirs, on the South by W.D. Caudill, and others, on the West by Will Kilby, and others, on the North by the lands known as Nathan Wyatt's lands, and containing approximately 450 acres, more or less.

1. The terms of this lease are as follows: For a period of twelve months, with the privilege of renewal for an additional period of 9 years, unless sooner terminated as herein provided. It is mutually agreed and understood that the party of the second part, her heirs and assigns shall have twelve months from the date of this agreement to begin mining, operations, but unless mining operations are begun within twelve months from the date of this agreement then this lease shall terminate and become mull and void. If, however, mining operations are begun within twelve months from the date of this agreement, then and in that event, this lease may be renewed for an additional period of 9 years, upon the condition that reasonable operations shall be maintained during said period of 9 years, but upon failure to maintain reasonable mining operations during each year, then and in that event this lease shall terminate and become null and void, provided party of the first part shall give to said party of the second part ten days notice before the first day of any month during said period of nine years.

2. As rental the party of the second part shall pay to the party of the first part ten per cent of the gross receipts from all minerals of every kind and description mine and said lands, and said payment shall be made on or before the 15th day of every month after the beginning of mining operations for all minerals mined upon said lands during the preceding month, and unpon default, in the payments of same as herein set forth then this lease shall automatically become null and void.

3. Party of the Second part, shall keep, or cause to be kept, a correct and itemized record of all operations and transactions under this lease and such records may be at any time inspected by the party of the first part or his representative. The failure to keep said records and the failure to let the party of the first part or his representative to inspect the same shall constitute a breach of this lease and same shall automatically become null and void.

4. So long as this Lease remains in force, the party of the second part, her heirs and assigns, shall in connection therewith have and enjoy the following rights and privileges.

(a) The right to the use of the surface of said land to the full extent that such use is reasonably convenient or necessary in mining, digging, milling and processing and removing said minerals, ores, clays, earths, mica feldspart and stone, etc.

(b) The right to construct and place upon said lands buildings and machinery and to remove the same.

(c) The right to cut and use upon said lands for the purposes herein set out any timber standing thereon at the time of such use.

(d) The right to construce and maintain roads in such locations as part of the second part or her heirs and assigns may deem necessary or convenient.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands and seals, this the 1st day of August, 1951.

P. E. Brown, (Seal)

Holland Lorena Wiles, (Seal)

North Carolina
Wilkes County

I, Addie McK. Whicker, N. P. do hereby certify that personally appeared before me this day P. E. Brown, party of the first part, and Holland Lorena Wiles, party of the second part, who acknowledged the due execution of the foregoing Lease Agreement, for the purposes therein expressed.

Witness my hand and notarial seal, this the 1st day of August, 1951.

Addie McK. Whicker, Notary Public.

N.P.Seal.
My comm. exps. Jan. 24, 1952.

State of North Carolina
Wilkes County

The foregoing certificate of Addie McK. Whicker, N.P. of Wilkes County, is adjudged to be correct. Let the instrument with the certificate, be registered.

Witness my hand and seal, this 31 day of August, 1951.

Cora Caudill, Clerk Superior Court.

Filed August 31 1951, at 4 P.M.
Recorded Sept. 3rd , 1951.

Troy C. Foster, Register of Deeds.

North Carolina
Wilkes County

This is to certify that this is a true and exact copy of the Original Lease Agreement, as appears on record in the office of the Register of Deeds in Deed Book #259, at page #227.

This the 11th day of October, 1951.

Register of Deeds.

P. E. BROWN

TO
MRS. HOLLAND LORENA WILES
WIDOW.

LEASE AGREEMENT

Form MF-103
(Revised June 1951)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.1.

DEFENSE MINERALS ADMINISTRATION WASHINGTON, D.C.
OCT 23 8 30 AM '51

MF-103 Should Be Filed With General Technical Data Form MF-100

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950

Not To Be Filled in by Applicant

Docket No. DMA 2178
Metal or Mineral
Date Received 10-23-51
Amount $
Participation (Government %)

Mrs. H. O. Wiles
211 North 14th Ave.,
Hopewell, Va.

Name and address of applicant

Date October 15, 1951

If you have already filed MF-100, give date filed _____, type of assistance requested Gov't. Aid,

DMA Docket Number (if available) _____

INSTRUCTIONS

Read Mineral Order 5, Regulations Governing Government Aid in Defense Projects, before completing this application. Submit four copies each, of the signed application form, General Technical Data Form MF-100, and answers to questions as specified, to Defense Minerals Administration, Department of the Interior, Washington 25, D. C., or to the nearest field executive office thereof, with your name and address on each sheet of the application and all accompanying papers. If you have previously filed MF-100, it is not necessary to file it again. However, you should indicate in space provided above the type of assistance previously applied for (loans, procurement contracts, etc.) and DMA Docket Number, if available. *When a question is inapplicable it should be so stated in the form.* Additional sheets should be attached in answering any questions or in supplying additional information. IF YOU CANNOT ANSWER A QUESTION, SO STATE.

1. (*a*) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property.

   (*b*) If you are not the owner of the property, submit a copy of the lease, purchase option, or other agreements under which you are authorized to operate the property with each copy of your application.

   (*c*) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted.

   NOTE: (1) If both areas are the same, so state. The only obligation to repay the Government is from the net earnings from any commercial discovery made in the area specified in (*c*) above in which the exploration is to be conducted, and the expenditure of funds which may be charged as costs of the project must be limited to that area or to work necessary to perform the exploration in that area.

   (2) If applicant is not the owner of the property or if there are any liens or encumbrances against the property, copy of agreements of claimants, lienors, encumbrances, and lessors subordinating their interests in the property to the interest of the Government under the Exploration Project Contract will be required for attachment to the Contract.

2. (*a*) What metals or minerals do you expect to find?

   (*b*) Furnish statement of the geologic features of your property, giving type of ore deposit and reasons for expecting to find commercial ore bodies. Illustrate with maps or sketches. If you have a geologic or engineering report, or assay maps showing width and grade, please send them with application, stating whether or not you wish to have them returned.

The information requested in questions 3, 4, 5, 6, 7, 8, and 9 below should be answered specifically and in detail, as this information will be attached to and incorporated as part of the Exploration Project Contract, if such contract is entered into with you by the Government.

ANSWER EACH QUESTION ON SEPARATE SHEETS OF PAPER AND SUBMIT A COPY OF EACH ANSWER FOR EACH COPY OF YOUR APPLICATION.

3. (*a*) Describe fully the proposed work and give the total cost of the project.

   (*b*) State the time required to start the project and to complete it.

4. Submit a map or sketch of the property involved showing a plan (and cross section, if needed) of the present mine workings and the *location of the proposed exploration work* as related to geologic features, such as contacts, veins, ore-bearing beds, etc.

5. Furnish an itemized list of existing facilities, buildings, installations, and fixtures with a statement of the cost of any necessary rehabilitation or repairs to put into useful and operable condition.

6. Furnish a detailed list of additional facilities, buildings, and fixtures to be purchased, installed, or erected by you, with the estimated cost of each item.

7. Furnish a detailed list of operating equipment, separated into items to be—

   (*a*) Rented

   (*b*) Purchased

   (*c*) Furnished by you

   with the rental, purchase price, or depreciation of each item, as the case may be, to be charged as a cost of the project.

8. Furnish an itemized schedule of labor, by numbers and classes (miners, muckers, etc.) and of supervisors by numbers and positions, with the maximum wages or salaries to be paid to each.

9. Furnish a detailed list with estimated cost of each item for materials, supplies, engineering, assaying, accounting, power, water, utilities, and any other items not provided for above.

10. (*a*) How much are you prepared to invest in the proposed project?

    (*b*) Is this amount sufficient to pay your part of the cost of the project, in accordance with the regulations on Government participation (Sec. 9 of MO–5)?

11. State any conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions.

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this form and accompanying papers is correct and complete to the best of their knowledge and belief.

(Name of company)	By Mrs. H. O. Wilks (Signature of authorized official)
(Date)	(Title)

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—64067-2

1. (a) Comprises land in Wilkes County, Mulberry Township, North Carolina. Description of boundaries and area of land involved described in leases attached.

   (b) Leases attached.

   (c) No legal description available at present. Being processed at local courthouse in Wilkes county. Will be available in short time and presented to Department of Interior.

2. Ruby Muscovite in small quantities has been mined from above properties for 75 years by the pick and shovel method. Good grade of Feldspar, Kaolin and strategic quartz are also on the properties.

   (b) This to be determined by an Exploration Project.

3. (a) By using the proper kinds of Mechanical Equipment, try to determine the amounts of minerals and metals contained in the properties listed with this application. Total cost of project should not cost more than $15,125.00.

(b) Project could be started one week after approval of aid and should be completed within three weeks.

4. None Available

5. None

6. None

7. Rented:

Bulldozer--$15.00/hr.
Power Shovel--$15.00/hr
Compressor--$8.00/hr
Trucks--$6.00/hr
Diamond Drill--$4.00/ft.
Wheelbarrows--$1.00/hr
Picks & Shovels--$1.00/hr

8. Superintendent--$2.50/hr.

(4) Laborers--$1.50/hr

9. Not Applicable

10. (a) 10%

(b)

11. None

NORTH CAROLINA
WILKES COUNTY

THIS LEASE AGREEMENT, made and entered into this the 1st day of August, 1951, by and between T. F. Brown, Single, of Wilkes County, State of North Carolina, hereinafter called party of the first part, and Holland Lorena Wilson, widow, of Prince George County, State of Virginia, hereinafter called party of the second part.

W I T N E S S E T H:

That subject to the terms and conditions hereinafter set forth, said party of the first part has let and leased unto said party of the second part the exclusive right and privilege to mine, dig, mill, process and remove all minerals, ores, clays, earths, mica, feldspar and stones now in, under or upon certain tracts or parcels of land lying and being in Mulberry Township, Wilkes County, State of North Carolina, and being the identical lands purchased by party of the first part from T. F. Brown, Martin Huntley and Yadkin Valley Motor Company, and being bounded on the East by the lands of Terry Whittington and Franklin Byers heirs, on the South by W. H. Caudill and others, on the West by Will Kilby and others and on the North by the lands known as Nathan Wyatt's lands, and containing approximately 150 acres more or less.

I. The terms of this lease are as follows: For a period of twelve months, with the privilege of renewal for an additional period of Nine Years, unless sooner terminated as herein provided. It is mutually agreed and understood that the party of the second part, her heirs and assigns shall have twelve months from the date of this agreement to begin mining operations, but unless mining operations are begun within twelve months from the date of this agreement then this lease shall terminate and become null and void. If, however, mining operations are begun within twelve months from the date of this agreement, then and in that event, this lease may be renewed for an additional period of Nine Years, upon the condition that reasonable operations shall be maintained during said period of nine years, but upon failure to maintain reasonable mining operations during each year, then and in that event this lease shall be terminated and become null and void, provided party of the first part shall give to said party of the second part ten days notice before the first day of any month during said period of nine years.

II. In rental the party of the second part shall pay to the party of the first part ten per cent of the gross receipts from all minerals of every kind and description mined on said lands, and said payments shall be made on or before the 15th day of every month after the beginning of mining operations for all minerals mined upon said lands during the preceding month, and upon default in the payments of same as herein set forth then this lease shall automatically become null and void.

III. Party of the second part shall keep, or caused to be kept, a correct and itemized record of all operations and transactions under this lease and such records may be at any time inspected by the party of the first part or his representative. The failure to keep said records and the failure to let the party of the first part or his representative to inspect the same shall constitute a breach of this lease and same shall automatically become null and void.

IV. So long as this lease remains in force, the party of the second part, her heirs and assigns, shall in connection therewith have and enjoy the following rights and privileges:

(a) The right to the use of the surface of said land to the full extent that such use is reasonably convenient or necessary in mining, digging, milling and processing and removing said minerals, ores, clays, earths, mica, feldspart and stone, etc.

(b) The right to construct and place upon said lands buildings and machinery and to remove the same.
(c) The right to cut and use upon said lands for the purposes herein set out any timber standing thereon at the time of such use.
(d) The right to construct and maintain roads in such locations as party of the second part or her heirs and assigns may deem necessary or convenient.

In Testimony thereof the parties hereto have hereunto set their hands and seals, this the 1st day of August, 1951.

/s/ B. T. Brown (SEAL)

/s/ Holland Lorene Miles (SEAL)

NORTH CAROLINA
WILKES COUNTY

I, Addie McK. Whicker, Notary Public, do hereby certify that personally appeared before me this day, B. T. Brown, party of the first part, and Holland Lorene Miles, party of the second part, who acknowledged the due execution of the foregoing lease agreement for the purposes therein expressed.

Witness my hand and notarial seal, this the 1st day of August, 1951.

/s/ Addie McK. Whicker

OPTION AGREEMENT

NORTH CAROLINA,

WILKES COUNTY.

This agreement, made and entered into, this 7th day of August, 1951, by and between Lizzie Brown and son, C. C. Brown, parties of the first part of Wilkes County and State of North Carolina, and Mrs. Holland Lorena Wiles of Hopewell, State of Virginia, party of the second part, witnesseth:

That for and in consideration of the sum of $1.00 paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, said parties of the first part have contracted and agreed and do hereby contract and agree with the party of the second part that the party of the second part shall and does have a lease on all the minerals belonging to the parties of the first part on the hereinafter described land, being the tract of land on which the parties of the first part now live in Mulberry Township, Wilkes County, bounded as follows:

On the North by the land of Tom W. Kilby

On the South by the land of Edd Higgins

On the East by the land of Bill Revis and Milt Kee

On the West by the land of Bill Sturdivest

Containing approximately 55 acres. Said party of the second part shall hereby have, and does have, a lease on said mineral and the right to use so much of said lands as are necessary for the purpose of mining the same, but said mining operations, if any, shall not in any way interfere with growing crops and the same shall be done in such a way as to cause the least damage and inconvenience to the parties of the first part. That the party of the second part shall have a lease on this land from August 7, 1951 to August 7, 1952, and if at any time said operations shall start during said period of time then the party of the second part shall have the right to mine minerals as shall be profitable to the party of the second part for a period of ten years from the 7th day of August, 1951.

If the party of the second part does not take up this lease by August 7, 1952, then the same shall be null and void unless the party of the second part, her heirs or assigns, shall pay as delay rental $1.00 per year, payable in advance, otherwise to remain in full force and effect for a period of ten years from the date of August 7, 1952. That in addition to the above consideration the parties of the first part shall receive five percent of the gross amount received from such minerals coming from said place.

In testimony of the willingness of the parties of the first part to conform to the above agreement and lease, them and each of them have hereto set their hands and seals, the day and year first above written.

C. A. Brown (SEAL)

Lizzie Brown (SEAL)

STATE OF NORTH CAROLINA, Wilkes County.

I, T. C. Caudill, Notary Public, do hereby certify that C. A. Brown and Lizzie Brown, personally appeared before me this day and acknowledged the due execution of the annexed Option Agreement; and the said parties, being by me privately examined separate and apart from her said son, touching her voluntarily execution of the same, doth state that she signed the same freely and voluntarily, separate and apart from her said son or any other person and that she doth still voluntarily assent thereto.

Witness my hand and notarial seal, this 8th day of August, 1951.

My commission expires October 14, 1952.

T. C. Caudill N.P.

OPTION AGREEMENT

NORTH CAROLINA,

WILKES COUNTY,

This agreement, made and entered into, this 14th day of September, 1950, by and between W. T. Kilby and wife, Ollive Kilby, parties of the first part of Wilkes County and State of North Carolina, and Mrs. Hellane Lorena Wiles of Huntington, State of West Virginia, party of the second part, witnesseth:

That for and in consideration of the sum of $1.00 paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, said parties of the first part have contracted and agreed and do hereby contract and agree with the party of the second part that the party of the second part shall and does have an option on all the minerals belonging to the parties of the first part on the hereinafter described land, being the tract of land on which the parties of the first part now live in Mulberry Township, Wilkes County, bounded on the North and East by C. C. Higgins and on the South and West by C. C. Brown and others. Containing approximately 20 acres. Said party of the second part shall hereby have, and does have, an option of said mineral and the right to use so much of said lands as are necessary for the purpose of mining the same, but said mining operations, if any, shall not in any way interfere with growing crops and the same shall be done in such a way as to cause the least damage and inconvenience to the parties of the first part. That the party of the second part shall have an option on this land from September 14, 1950 to September 14, 1951, and if at any time said operations shall start during said period of time then the party of the second part shall have the right to operate and maintain mines and shall have the right to mine such minerals as shall be profitable to the party of the second part for a period of ten years from the 14th day of September, 1950.

If the party of the second part does not take up this option by September 14, 1951, then the same shall be null and void unless the party of the second part, her heirs or assigns, shall pay as delay rental $20.00 per year, payable in advance, otherwise to remain in full force and effect for a period of ten years from the date of September 14, 1950. That in addition to the above consideration the parties of the first part shall receive five per cent of the net amount received from such minerals coming from said place. By net amount is meant the amount received from such minerals after deducting the cost of mining operations not including any machinery or equipment.

In testimony of the willingness of the parties of the first part to conform to the above agreement and option, them and each of them have hereto set their hands and seals, the day and year first above written.

Witness to mark:
Sidney G. Brooks
Ollive Kilby

his
/s/ W. T. X Kilby (SEAL)
mark

/s/ Ollive Kilby (SEAL)

STATE OF NORTH CAROLINA, Wilkes County.

I, Sidney G. Brooks, Notary Public, do hereby certify that W. T. Kilby and wife, Ollive Kilby, personally appeared before me this day and acknowledged the due execution of the annexed Option Agreement; and the said Ollive Kilby, being by me privately examined separate and apart from her said husband, touching her voluntarily execution of the same, doth state that she signed the same freely and voluntarily, separate and apart from her said husband or any other person and that she doth still voluntarily assent thereto.

Witness my hand and notarial seal, this 15th day of September, 1950.

My commission expires October 28, 1950.

/s/ Sidney G. Brooks N.P.

Recorded Book 259-36

Form MF-103
(Revised June 1951)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.1.

MF-103 Should Be Filed With General Technical Data Form MF-100

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950

Not To Be Filled in by Applicant

Docket No. dma 2178
Metal or Mineral
Date Received 10-23-51
Amount $
Participation (Government %)

Name and address of applicant: Mrs. H. O. Miles
211 North 14th Ave.,
Hopewell, Va.

Date October 15, 1951

If you have already filed MF-100, give date filed _____, type of assistance requested Gov't. Aid,

DMA Docket Number (if available) _____

INSTRUCTIONS

Read Mineral Order 5, Regulations Governing Government Aid in Defense Projects, before completing this application. Submit four copies each, of the signed application form, General Technical Data Form MF-100, and answers to questions as specified, to Defense Minerals Administration, Department of the Interior, Washington 25, D. C., or to the nearest field executive office thereof, with your name and address on each sheet of the application and all accompanying papers. If you have previously filed MF-100, it is not necessary to file it again. However, you should indicate in space provided above the type of assistance previously applied for (loans, procurement contracts, etc.) and DMA Docket Number, if available. *When a question is inapplicable it should be so stated in the form.* Additional sheets should be attached in answering any questions or in supplying additional information. IF YOU CANNOT ANSWER A QUESTION, SO STATE.

1. (*a*) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property.

   (*b*) If you are not the owner of the property, submit a copy of the lease, purchase option, or other agreements under which you are authorized to operate the property with each copy of your application.

   (*c*) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted.

   NOTE: (1) If both areas are the same, so state. The only obligation to repay the Government is from the net earnings from any commercial discovery made in the area specified in (*c*) above in which the exploration is to be conducted, and the expenditure of funds which may be charged as costs of the project must be limited to that area or to work necessary to perform the exploration in that area.

   (2) If applicant is not the owner of the property or if there are any liens or encumbrances against the property, copy of agreements of claimants, lienors, encumbrances, and lessors subordinating their interests in the property to the interest of the Government under the Exploration Project Contract will be required for attachment to the Contract.

2. (*a*) What metals or minerals do you expect to find?

   (*b*) Furnish statement of the geologic features of your property, giving type of ore deposit and reasons for expecting to find commercial ore bodies. Illustrate with maps or sketches. If you have a geologic or engineering report, or assay maps showing width and grade, please send them with application, stating whether or not you wish to have them returned.

The information requested in questions 3, 4, 5, 6, 7, 8, and 9 below should be answered specifically and in detail, as this information will be attached to and incorporated as part of the Exploration Project Contract, if such contract is entered into with you by the Government.

ANSWER EACH QUESTION ON SEPARATE SHEETS OF PAPER AND SUBMIT A COPY OF EACH ANSWER FOR EACH COPY OF YOUR APPLICATION.

3. (*a*) Describe fully the proposed work and give the total cost of the project.

   (*b*) State the time required to start the project and to complete it.

4. Submit a map or sketch of the property involved showing a plan (and cross section, if needed) of the present mine workings and the *location of the proposed exploration work* as related to geologic features, such as contacts, veins, ore-bearing beds, etc.

5. Furnish an itemized list of existing facilities, buildings, installations, and fixtures with a statement of the cost of any necessary rehabilitation or repairs to put into useful and operable condition.

6. Furnish a detailed list of additional facilities, buildings, and fixtures to be purchased, installed, or erected by you, with the estimated cost of each item.

7. Furnish a detailed list of operating equipment, separated into items to be—

   (*a*) Rented

   (*b*) Purchased

   (*c*) Furnished by you

   with the rental, purchase price, or depreciation of each item, as the case may be, to be charged as a cost of the project.

8. Furnish an itemized schedule of labor, by numbers and classes (miners, muckers, etc.) and of supervisors by numbers and positions, with the maximum wages or salaries to be paid to each.

9. Furnish a detailed list with estimated cost of each item for materials, supplies, engineering, assaying, accounting, power, water, utilities, and any other items not provided for above.

10. (*a*) How much are you prepared to invest in the proposed project?

    (*b*) Is this amount sufficient to pay your part of the cost of the project, in accordance with the regulations on Government participation (Sec. 9 of MO–5)?

11. State any conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions.

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this form and accompanying papers is correct and complete to the best of their knowledge and belief.

(Name of company)	By Miss H. O. Wiles (Signature of authorized official)
(Date)	(Title)

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—64067-2

1. (a) Comprises land in Wilkes County, Mulberry Township, North Carolina. Description of boundaries and area of land involved described in leases attached.

   (b) Leases attached.

   (c) No legal description available at present. Being processed at local courthouse in Wilkes county. Will be available in short time and presented to Department of Interior.

2. Ruby Muscovite in small quantities has been mined from above properties for 75 years by the pick and shovel method. Good grade of Feldspar, Kaolin and strategic quartz are also on the properties.

   (b) This to be determined by an Exploration Project.

COPY

3. (a) By using the proper kinds of Mechanical Equipment, try to determine the amounts of minerals and metals contained in the properties listed with this application. Total cost of project should not cost more than $15,125.00.

(b) Project could be started one week after approval of aid and should be completed within three weeks.

COPY

4. None Available

COPY

5. None

COPY

6. None

COPY

7. Rented:

Bulldozer--$15.00/hr.
Power Shovel--$15.00/hr
Compressor--$8.00/hr
Trucks--$6.00/hr
Diamond Drill--$4.00/ft.
Wheelbarrows--$1.00/hr
Picks & Shovels--$1.00/hr

COPY

8. Superintendent--$2.50/hr.

(4) Laborers--$1.50/hr

COPY

9. Not Applicable

COPY

10. (a) 10%

(b)

COPY

11. None

COPY

NORTH CAROLINA
WILKES COUNTY

THIS LEASE AGREEMENT, made and entered into this the 1st day of August, 1951, by and between F. R. Brown, Single, of Wilkes County, State of North Carolina, hereinafter called party of the first part, and Holland Lorena Wiles, widow, of Prince George County, State of Virginia, hereinafter called party of the second part.

W I T N E S S E T H:

That subject to the terms and conditions hereinafter set forth, said party of the first part has let and leased unto said party of the second part the exclusive right and privilege to mine, dig, mill, process and remove all minerals, ores, clays, earths, mica, feldspar and stones now in, under or upon certain tracts or parcels of land lying and being in Mulberry Township, Wilkes County, State of North Carolina, and being the identical lands purchased by party of the first part from M. V. Brown, Martin Shatley and Yadkin Valley Water Company, and being bounded on the East by the lands of Henry Whittington and Franklyn Myers heirs, on the South by W. D. Candill and others, on the West by Will Kilby and others and on the North by the lands known as Nathan Wyatt's lands, and containing approximately 450 acres more or less.

I. The terms of this lease are as follows: For a period of twelve months, with the privilege of renewal for an additional period of Nine Years, unless sooner terminated as herein provided. It is mutually agreed and understood that the party of the second part, her heirs and assigns shall have twelve months from the date of this agreement to begin mining operations, but unless mining operations are begun within twelve months from the date of this agreement then this lease shall terminate and become null and void. If, however, mining operations are begun within twelve months from the date of this agreement, then and in that event, this lease may be renewed for an additional period of Nine Years, upon the condition that reasonable operations shall be maintained during said period of nine years, but upon failure to maintain reasonable mining operations during each year, then and in that event this lease shall be terminated and become null and void, provided party of the first part shall give to said party of the second part ten days notice before the first day of any month during said period of nine years.

II. As rental the party of the second part shall pay to the party of the first part ten per cent of the gross receipts from all minerals of every kind and description mined on said lands, and said payments shall be made on or before the 15th day of every month after the beginning of mining operations for all minerals mined upon said lands during the preceding month, and upon default in the payments of same as herein set forth then this lease shall automatically become null and void.

III. Party of the second part shall keep, or caused to be kept, a correct and itemized record of all operations and transactions under this lease and such records may be at any time inspected by the party of the first part or his representative. The failure to keep said records and the failure to let the party of the first part or his representative to inspect the same shall constitute a breach of this lease and same shall automatically become null and void.

IV. So long as this lease remains in force, the party of the second part, her heirs and assigns, shall in nonnection therewith have and enjoy the following rights and privileges:

(a) The right to the use of the surface of said land to the full extent that such use is reasonably convenient or necessary in mining, digging, milling and processing and removing said minerals, ores, clays, earths, mica, feldspart and stone, etc.

(b) The right to construct and place upon said lands buildings and machinery and to remove the same.
(c) The right to cut and use upon said lands for the purposes herein set out any timber standing thereon at the time of such use.
(d) The right to construct and maintain roads in such locations as party of the second part or her heirs and assigns may deem necessary or convenient.

In Testimony Whereof the parties hereto have hereunto set their hands and seals, this the 1st day of August, 1951.

/s/ P. W. Brown (SEAL)

/s/ Holland Lorena Wiles (SEAL)

NORTH CAROLINA
WILKES COUNTY

I, Addie McK. Whicker, Notary Public, do hereby certify that personally appeared before me this day, P. W. Brown, party of the first part, and Holland Lorena Wiles, party of the second part, who acknowledged the due execution of the foregoing lease agreement for the purposes therein expressed.

Witness my hand and notarial seal, this the 1st day of August, 1951.

/s/ Addie McK. Whicker

OPTION AGREEMENT

NORTH CAROLINA,

WILKES COUNTY,

This agreement, made and entered into, this 7th day of August, 1951, by and between Lizzie Brown and son, C. C. Brown, parties of the first part of Wilkes County and State of North Carolina, and Mrs. Holland Lorena Wiles of Hopewell, State of Virginia, party of the second part, witnesseth:

That for and in consideration of the sum of $1.00 paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, said parties of the first part have contracted and agreed and do hereby contract and agree with the party of the second part that the party of the second part shall and does have a lease on all the minerals belonging to the parties of the first part on the hereinafter described land, being the tract of land on which the parties of the first part now live in Mulberry Township, Wilkes County, bounded as follows:

On the North by the land of Tom W. Kilby

On the South by the land of Edd Higgins

On the East by the land of Bill Revis and Milt Lee

On the West by the land of Bill Sturdivant

Containing approximately 55 acres. Said party of the second part shall hereby have, and does have, a lease on said mineral and the right to use so much of said lands as are necessary for the purpose of mining the same, but said mining operations, if any, shall not in any way interfere with growing crops and the same shall be done in such a way as to cause the least damage and inconvenience to the parties of the first part. That the party of the second part shall have a lease on this land from August 7, 1951 to August 7, 1952, and if at any time said operations shall start during said period of time then the party of the second part shall have the right to mine minerals as shall be profit-ble to the party of the second part for a period of ten years from the 7th day of August, 1951.

If the party of the second part does not take up this lease by August 7, 1952, then the same shall be null and void unless the party of the second part, her heirs or assigns, shall pay as delay rental $1.00 per year, payable in advance, otherwise to remain in full force and effect for a period of ten years from the date of August 7, 1952. That in addition to the above consideration the parties of the first part shall receive five percent of the gross amount received from such minerals coming from said place.

In testimony of the willingness of the parties of the first part to conform to the above agreement and lease, then and each of them have hereto set their hands and seals, the day and year first above written.

C. C. Brown (SEAL)

Lizzie Brown (SEAL)

STATE OF NORTH CAROLINA, Wilkes County.

I, T. C. Caudill, Notary Public, do hereby certify that C. C. Brown and Lizzie Brown, personally appeared before me this day and acknowledged the due execution of the annexed Option Agreement; and the said parties, being by me privately examined separate and apart from her said son, touching her voluntarily execution of the same, doth state that she signed the same freely and voluntarily, separate and apart from her said son or any other person and that she doth still voluntarily assent thereto.

Witness my hand and notarial seal, this 8th day of August, 1951.

My commission expires October 14, 1952.

T. C. Caudill N.P.

OPTION AGREEMENT

NORTH CAROLINA,

WILKES COUNTY.

This agreement, made and entered into, this 14th day of September, 1950, by and between W. T. Kilby and wife, Ollive Kilby, parties of the first part of Wilkes County and State of North Carolina, and Mrs. Holland Lorena Wiles of Huntington, State of West Virginia, party of the second part, witnesseth:

That for and in consideration of the sum of $1.00 paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, said parties of the first part have contracted and agreed and do hereby contract and agree with the party of the second part that the party of the second part shall and does have an option on all the minerals belonging to the parties of the first part on the hereinafter described land, being the tract of land on which the parties of the first part now live in Mulberry Township, Wilkes County, bounded on the North and East by C. C. Higgins and on the South and West by C. C. Brown and others. Containing approximately 20 acres. Said party of the second part shall hereby have, and does have, an option of said mineral and the right to use so much of said lands as are necessary for the purpose of mining the same, but said mining operations, if any, shall not in any way interfere with growing crops and the same shall be done in such a way as to cause the least damage and inconvenience to the parties of the first part. That the party of the second part shall have an option on this land from September 14, 1950 to September 14, 1951, and if at any time said operations shall start during said period of time then the party of the second part shall have the right to operate and maintain mines and shall have the right to mine such minerals as shall be profitable to the party of the second part for a period of ten years from the 14th day of September, 1950.

If the party of the second part does not take up this option by September 14, 1951, then the same shall be null and void unless the party of the second part, her heirs or assigns, shall pay as delay rental $20.00 per year, payable in advance, otherwise to remain in full force and effect for a period of ten years from the date of September 14, 1950. That in addition to the above consideration the parties of the first part shall receive five per cent of the net amount received from such minerals coming from said place. By net amount is meant the amount received from such minerals after deducting the cost of mining operations not including any machinery or equipment.

In testimony of the willingness of the parties of the first part to conform to the above agreement and option, then and each of them have hereto set their hands and seals, the day and year first above written.

Witness to mark:
Sidney G. Brooks
Ollive Kilby

his
/s/ W. T. X Kilby (SEAL)
mark

/s/ Ollive Kilby (SEAL)

STATE OF NORTH CAROLINA, Wilkes County.

I, Sidney G. Brooks, Notary Public, do hereby certify that W. T. Kilby and wife, Ollive Kilby, personally appeared before me this day and acknowledged the due execution of the annexed Option Agreement; and the said Ollive Kilby, being by me privately examined separate and apart from her said husband, touching her voluntarily execution of the same, doth state that she signed the same freely and voluntarily, separate and apart from her said husband or any other person and that she doth still voluntarily assent thereto.

Witness my hand and notarial seal, this 15th day of September, 1950.

My commission expires October 28, 1950.

/s/ Sidney G. Brooks N.P.

Form MF-103
(Revised June 1951)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.1.

MF-103 Should Be Filed With General Technical Data Form MF-100

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950

Not To Be Filled in by Applicant

Docket No. DMA 21178
Metal or Mineral
Date Received 10-23-51
Amount $
Participation (Government %)

Name and address of applicant: Geo. H. O. Miles, 211 North 14th Ave., Hopewell, Va.

Date October 15, 1951

If you have already filed MF-100, give date filed _____, type of assistance requested Gov't. Aid,

DMA Docket Number (if available) _____

INSTRUCTIONS

Read Mineral Order 5, Regulations Governing Government Aid in Defense Projects, before completing this application. Submit four copies each, of the signed application form, General Technical Data Form MF-100, and answers to questions as specified, to Defense Minerals Administration, Department of the Interior, Washington 25, D. C., or to the nearest field executive office thereof, with your name and address on each sheet of the application and all accompanying papers. If you have previously filed MF-100, it is not necessary to file it again. However, you should indicate in space provided above the type of assistance previously applied for (loans, procurement contracts, etc.) and DMA Docket Number, if available. *When a question is inapplicable it should be so stated in the form.* Additional sheets should be attached in answering any questions or in supplying additional information. IF YOU CANNOT ANSWER A QUESTION, SO STATE.

1. (*a*) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property.

   (*b*) If you are not the owner of the property, submit a copy of the lease, purchase option, or other agreements under which you are authorized to operate the property with each copy of your application.

   (*c*) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted.

   NOTE: (1) If both areas are the same, so state. The only obligation to repay the Government is from the net earnings from any commercial discovery made in the area specified in (*c*) above in which the exploration is to be conducted, and the expenditure of funds which may be charged as costs of the project must be limited to that area or to work necessary to perform the exploration in that area.

   (2) If applicant is not the owner of the property or if there are any liens or encumbrances against the property, copy of agreements of claimants, lienors, encumbrances, and lessors subordinating their interests in the property to the interest of the Government under the Exploration Project Contract will be required for attachment to the Contract.

2. (*a*) What metals or minerals do you expect to find?

   (*b*) Furnish statement of the geologic features of your property, giving type of ore deposit and reasons for expecting to find commercial ore bodies. Illustrate with maps or sketches. If you have a geologic or engineering report, or assay maps showing width and grade, please send them with application, stating whether or not you wish to have them returned.

The information requested in questions 3, 4, 5, 6, 7, 8, and 9 below should be answered specifically and in detail, as this information will be attached to and incorporated as part of the Exploration-Project Contract, if such contract is entered into with you by the Government.

ANSWER EACH QUESTION ON SEPARATE SHEETS OF PAPER AND SUBMIT A COPY OF EACH ANSWER FOR EACH COPY OF YOUR APPLICATION.

3. (*a*) Describe fully the proposed work and give the total cost of the project.

   (*b*) State the time required to start the project and to complete it.

4. Submit a map or sketch of the property involved showing a plan (and cross section, if needed) of the present mine workings and the *location of the proposed exploration work* as related to geologic features, such as contacts, veins, ore-bearing beds, etc.

5. Furnish an itemized list of existing facilities, buildings, installations, and fixtures with a statement of the cost of any necessary rehabilitation or repairs to put into useful and operable condition.

6. Furnish a detailed list of additional facilities, buildings, and fixtures to be purchased, installed, or erected by you, with the estimated cost of each item.

7. Furnish a detailed list of operating equipment, separated into items to be—

   (*a*) Rented

   (*b*) Purchased

   (*c*) Furnished by you

   with the rental, purchase price, or depreciation of each item, as the case may be, to be charged as a cost of the project.

8. Furnish an itemized schedule of labor, by numbers and classes (miners, muckers, etc.) and of supervisors by numbers and positions, with the maximum wages or salaries to be paid to each.

9. Furnish a detailed list with estimated cost of each item for materials, supplies, engineering, assaying, accounting, power, water, utilities, and any other items not provided for above.

10. (*a*) How much are you prepared to invest in the proposed project?

    (*b*) Is this amount sufficient to pay your part of the cost of the project, in accordance with the regulations on Government participation (Sec. 9 of MO–5)?

11. State any conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions.

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this form and accompanying papers is correct and complete to the best of their knowledge and belief.

(Name of company)	By X Mrs H. O. Wilks (Signature of authorized official)
(Date)	(Title)

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—64067-2

1. (a) Comprises land in Wilkes County, Mulberry Township, North Carolina. Description of boundaries and area of land involved described in leases attached.

   (b) Leases attached.

   (c) No legal description available at present. Being processed at local courthouse in Wilkes county. Will be available in short time and presented to Department of Interior.

2. Ruby Muscovite in small quantities has been mined from above properties for 75 years by the pick and shovel method. Good grade of Feldspar, Kaolin and strategic quartz are also on the properties.

   (b) This to be determined by an Exploration Project.

COPY

3. (a) By using the proper kinds of Mechanical Equipment, try to determine the amounts of minerals and metals contained in the properties listed with this application. Total cost of project should not cost more than $16,125.00.

(b) Project could be started one week after approval of aid and should be completed within three weeks.

COPY

4. None Available

COPY

5. None

COPY

6. None

COPY

7. Rented:

Bulldozer--$15.00/hr.
Power Shovel--$15.00/hr
Compressor--$8.00/hr
Trucks--$6.00/hr
Diamond Drill--$4.00/ft.
Wheelbarrows--$1.00/hr
Picks & Shovels--$1.00/hr

COPY

8. Superintendent--$2.50/hr.

(4) Laborers--$1.50/hr

COPY

9. Not applicable

COPY

10. (a) 10%

(b)

COPY

11. None

COPY

NORTH CAROLINA
WILKES COUNTY

THIS LEASE AGREEMENT, made and entered into this the 1st day of August, 1951, by and between P. E. Brown, Single, of Wilkes County, State of North Carolina, hereinafter called party of the first part, and Holland Lorena Wiles, widow, of Prince George County, State of Virginia, hereinafter called party of the second part.

W I T N E S S E T H:

That subject to the terms and conditions hereinafter set forth, said party of the first part has let and leased unto said party of the second part the exclusive right and privilege to mine, dig, mill, process and remove all minerals, ores, clays, earths, mica, feldspar and stones now in, under or upon certain tracts or parcels of land lying and being in Mulberry Township, Wilkes County, State of North Carolina; and being the identical lands purchased by party of the first part from K. P. Brown, Martin Shatley and Yadkin Valley Motor Company, and being bounded on the East by the lands of Emory Whittington and Franklyn Myers heirs, on the South by W. D. Caudill and others, on the West by Will Kilby and others and on the North by the lands known as Nathan Myatt's lands, and containing approximately 450 acres more or less.

I. The terms of this lease are as follows: For a period of twelve months, with the privilege of renewal for an additional period of Nine Years, unless sooner terminated as herein provided. It is mutually agreed and understood that the party of the second part, her heirs and assigns shall have twelve months from the date of this agreement to begin mining operations, but unless mining operations are begun within twelve months from the date of this agreement then this lease shall terminate and become null and void. If, however, mining operations are begun within twelve months from the date of this agreement, then and in that event, this lease may be renewed for an additional period of Nine Years, upon the condition that reasonable operations shall be maintained during said period of nine years, but upon failure to maintain reasonable mining operations during each year, then and in that event this lease shall be terminated and become null and void, provided party of the first part shall give to said party of the second part ten days notice before the first day of any month during said period of nine years.

II. As rental the party of the second part shall pay to the party of the first part ten per cent of the gross receipts from all minerals of every kind and description mined on said lands, and said payments shall be made on or before the 15th day of every month after the beginning of mining operations for all minerals mined upon said lands during the preceding month, and upon default in the payments of same as herein set forth then this lease shall automatically become null and void.

III. Party of the second part shall keep, or caused to be kept, a correct and itemized record of all operations and transactions under this lease and such records may be at any time inspected by the party of the first part or his representative. The failure to keep said records and the failure to let the party of the first part or his representative to inspect the same shall constitute a breach of this lease and same shall automatically become null and void.

IV. So long as this lease remains in force, the party of the second part, her heirs and assigns, shall in connection therewith have and enjoy the following rights and privileges:

(a) The right to the use of the surface of said land to the full extent that such use is reasonably convenient or necessary in mining, digging, milling and processing and removing said minerals, ores, clays, earths, mica, feldspart and stone, etc.

(b) The right to construct and place upon said lands buildings and machinery and to remove the same.
(c) The right to cut and use upon said lands for the purposes herein set out any timber standing thereon at the time of such use.
(d) The right to construct and maintain roads in such locations as party of the second part or her heirs and assigns may deem necessary or convenient.

In Testimony Whereof the parties hereto have hereunto set their hands and seals, this the 1st day of August, 1951.

/s/ T. E. Brown (SEAL)

/s/ Holland Lorena Wiles (SEAL)

NORTH CAROLINA
WILKES COUNTY

I, Addie McK. Whicker, Notary Public, do hereby certify that personally appeared before me this day, T. E. Brown, party of the first part, and Holland Lorena Wiles, party of the second part, who acknowledged the due execution of the foregoing lease agreement for the purposes therein expressed.

Witness my hand and notorial seal, this the 1st day of August, 1951.

/s/ Addie McK. Whicker

OPTION AGREEMENT

NORTH CAROLINA,

WILKES COUNTY,

This agreement, made and entered into, this 7th day of August, 1951, by and between Lizzie Brown and son, C. C. Brown, parties of the first part of Wilkes County and State of North Carolina, and Mrs. Holland Lorene Miles of Honewell, State of Virginia, party of the second part, witnesseth:

That for and in consideration of the sum of $1.00 paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, said parties of the first part have contracted and agreed and do hereby contract and agree with the party of the second part that the party of the second part shall and does have a lease on all the minerals belonging to the parties of the first part on the hereinafter described land, being the tract of land on which the parties of the first part now live in Mulberry Township, Wilkes County, bounded as follows:

On the North by the land of Tom H. Kilby

On the South by the land of Edd Higgins

On the East by the land of Bill Revis and Milt Kee

On the West by the land of Bill Sturdivest

Containing approximately 55 acres. Said party of the second part shall hereby have, and does have, a lease on said mineral and the right to use so much of said lands as are necessary for the purpose of mining the same, but said mining operations, if any, shall not in any way interfere with growing crops and the same shall be done in such a way as to cause the least damage and inconvenience to the parties of the first part. That the party of the second part shall have a lease on this land from August 7, 1951 to August 7, 1952, and if at any time said operations shall start during said period of time then the party of the second part shall have the right to mine minerals as shall be profitable to the party of the second part for a period of ten years from the 7th day of August, 1951.

If the party of the second part does not take up this lease by August 7, 1952, then the same shall be null and void unless the party of the second part, her heirs or assigns, shall pay as delay rental $1.00 per year, payable in advance, otherwise to remain in full force and effect for a period of ten years from the date of August 7, 1952. That in addition to the above consideration the parties of the first part shall receive five percent of the gross amount received from such minerals coming from said place.

In testimony of the willingness of the parties of the first part do conform to the above agreement and lease, then and each of them have hereto set their hands and seals, the day and year first above written.

C. C. Brown (SEAL)

Lizzie Brown (SEAL)

STATE OF NORTH CAROLINA, Wilkes County.

I, T. C. Caudill, Notary Public, do hereby certify that C. C. Brown and Lizzie Brown, personally appeared before me this day and acknowledged the due execution of the annexed Option Agreement; and the said parties, being by me privately examined separate and apart from her said son, touching her voluntarily execution of the same, doth state that she signed the same freely and voluntarily, separate and apart from her said son or any other person and that she doth still voluntarily assent thereto.

Witness my hand and notarial seal, this 8th day of August, 1951.

My commission expires October 14, 1952.

T. C. Caudill N.P.

OPTION AGREEMENT

NORTH CAROLINA,

WILKES COUNTY.

This agreement, made and entered into, this 14th day of September, 1950, by and between W. T. Kilby and wife, Ollive Kilby, parties of the first part of Wilkes County and State of North Carolina, and Mrs. Holland Lorena Wiles of Huntington, State of West Virginia, party of the second part, witnesseth:

That for and in consideration of the sum of $1.00 paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, said parties of the first part have contracted and agreed and do hereby contract and agree with the party of the second part that the party of the second part shall and does have an option on all the minerals belonging to the parties of the first part on the hereinafter described land, being the tract of land on which the parties of the first part now live in Mulberry Township, Wilkes County, bounded on the North and East by C. C. Higgins and on the South and West by C. C. Brown and others. Containing approximately 20 acres. Said party of the second part shall hereby have, and does have, an option of said mineral and the right to use so much of said lands as are necessary for the purpose of mining the same, but said mining operations, if any, shall not in any way interfere with growing crops and the same shall be done in such a way as to cause the least damage and inconvenience to the parties of the first part. That the party of the second part shall have an option on this land from September 14, 1950 to September 14, 1951, and if at any time said operations shall start during said period of time then the party of the second part shall have the right to operate and maintain mines and shall have the right to mine such minerals as shall be profitable to the party of the second part for a period of ten years from the 14th day of September, 1950.

If the party of the second part does not take up this option by September 14, 1951, then the same shall be null and void unless the party of the second part, her heirs or assigns, shall pay as delay rental $20.00 per year, payable in advance, otherwise to remain in full force and effect for a period of ten years from the date of September 14, 1950. That in addition to the above consideration the parties of the first part shall receive five per cent of the net amount received from such minerals coming from said place. By net amount is meant the amount received from such minerals after deducting the cost of mining operations not including any machinery or equipment.

In testimony of the willingness of the parties of the first part to conform to the above agreement and option, them and each of them have hereto set their hands and seals, the day and year first above written.

Witness to mark:
Sidney G. Brooks
Ollive Kilby

his
/s/ W. T. X Kilby (SEAL)
mark

/s/ Ollive Kilby (SEAL)

STATE OF NORTH CAROLINA, Wilkes County.

I, Sidney G. Brooks, Notary Public, do hereby certify that W. T. Kilby and wife, Ollive Kilby, personally appeared before me this day and acknowledged the due execution of the annexed Option Agreement; and the said Ollive Kilby, being by me privately examined separate and apart from her said husband, touching her voluntarily execution of the same, doth state that she signed the same freely and voluntarily, separate and apart from her said husband or any other person and that she doth still voluntarily assent thereto.

Witness my hand and notarial seal, this 15th day of September, 1950.

My commission expires October 28, 1950.

/s/ Sidney G. Brooks N.P.

Form MF-103
(Revised June 1951)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Budget Bureau No. 42-R1035.1.

DEFENSE MINERALS ADMINISTRATION
WASHINGTON, D.C.
OCT 23 8 30 AM '51

MF-103 Should Be Filed With General Technical Data Form MF-100

APPLICATION FOR AID FOR AN EXPLORATION PROJECT PURSUANT TO MINERAL ORDER 5, UNDER DEFENSE PRODUCTION ACT OF 1950

Not To Be Filled in by Applicant

Docket No. dma 2178
Metal or Mineral
Date Received 10-23-51
Amount $
Participation (Government %)

Name and address of applicant: Mrs. H. O. Wiles
211 North 14th Ave.,
Hopewell, Va.

Date October 15, 1951

If you have already filed MF-100, give date filed _____, type of assistance requested Gov't. Aid,

DMA Docket Number (if available) _____

INSTRUCTIONS

Read Mineral Order 5, Regulations Governing Government Aid in Defense Projects, before completing this application. Submit four copies each, of the signed application form, General Technical Data Form MF-100, and answers to questions as specified, to Defense Minerals Administration, Department of the Interior, Washington 25, D. C., or to the nearest field executive office thereof, with your name and address on each sheet of the application and all accompanying papers. If you have previously filed MF-100, it is not necessary to file it again. However, you should indicate in space provided above the type of assistance previously applied for (loans, procurement contracts, etc.) and DMA Docket Number, if available. *When a question is inapplicable it should be so stated in the form.* Additional sheets should be attached in answering any questions or in supplying additional information. IF YOU CANNOT ANSWER A QUESTION, SO STATE.

1. (*a*) Give a description of the real property that will be in any way involved in the exploration project, including any existing mine or operating property.

   (*b*) If you are not the owner of the property, submit a copy of the lease, purchase option, or other agreements under which you are authorized to operate the property with each copy of your application.

   (*c*) Give the legal description of the exact parcel, plot, or area upon which the exploration is to be conducted.

   NOTE: (1) If both areas are the same, so state. The only obligation to repay the Government is from the net earnings from any commercial discovery made in the area specified in (*c*) above in which the exploration is to be conducted, and the expenditure of funds which may be charged as costs of the project must be limited to that area or to work necessary to perform the exploration in that area.

   (2) If applicant is not the owner of the property or if there are any liens or encumbrances against the property, copy of agreements of claimants, lienors, encumbrances, and lessors subordinating their interests in the property to the interest of the Government under the Exploration Project Contract will be required for attachment to the Contract.

2. (*a*) What metals or minerals do you expect to find?

   (*b*) Furnish statement of the geologic features of your property, giving type of ore deposit and reasons for expecting to find commercial ore bodies. Illustrate with maps or sketches. If you have a geologic or engineering report, or assay maps showing width and grade, please send them with application, stating whether or not you wish to have them returned.

The information requested in questions 3, 4, 5, 6, 7, 8, and 9 below should be answered specifically and in detail, as this information will be attached to and incorporated as part of the Exploration Project Contract, if such contract is entered into with you by the Government.

ANSWER EACH QUESTION ON SEPARATE SHEETS OF PAPER AND SUBMIT A COPY OF EACH ANSWER FOR EACH COPY OF YOUR APPLICATION.

3. (*a*) Describe fully the proposed work and give the total cost of the project.

   (*b*) State the time required to start the project and to complete it.

4. Submit a map or sketch of the property involved showing a plan (and cross section, if needed) of the present mine workings and the *location of the proposed exploration work* as related to geologic features, such as contacts, veins, ore-bearing beds, etc.

5. Furnish an itemized list of existing facilities, buildings, installations, and fixtures with a statement of the cost of any necessary rehabilitation or repairs to put into useful and operable condition.

6. Furnish a detailed list of additional facilities, buildings, and fixtures to be purchased, installed, or erected by you, with the estimated cost of each item.

7. Furnish a detailed list of operating equipment, separated into items to be—

   (*a*) Rented

   (*b*) Purchased

   (*c*) Furnished by you

   with the rental, purchase price, or depreciation of each item, as the case may be, to be charged as a cost of the project.

8. Furnish an itemized schedule of labor, by numbers and classes (miners, muckers, etc.) and of supervisors by numbers and positions, with the maximum wages or salaries to be paid to each.

9. Furnish a detailed list with estimated cost of each item for materials, supplies, engineering, assaying, accounting, power, water, utilities, and any other items not provided for above.

10. (*a*) How much are you prepared to invest in the proposed project?

    (*b*) Is this amount sufficient to pay your part of the cost of the project, in accordance with the regulations on Government participation (Sec. 9 of MO–5)?

11. State any conditions or circumstances regarding the property not sufficiently brought out by the foregoing questions.

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this form and accompanying papers is correct and complete to the best of their knowledge and belief.

(Name of company)	By Mrs H. O. Wiles (Signature of authorized official)
(Date)	(Title)

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—64067-2

1. (a) Comprises land in Wilkes County, Mulberry Township, North Carolina. Description of boundaries and area of land involved described in leases attached.

   (b) Leases attached.

   (c) No legal description available at present. Being processed at local courthouse in Wilkes county. Will be available in short time and presented to Department of Interior.

2. Ruby Muscovite in small quantities has been mined from above properties for 75 years by the pick and shovel method. Good grade of Feldspar, Kaolin and strategic quartz are also on the properties.

   (b) This to be determined by an Exploration Project.

COPY

3. (a) By using the proper kinds of Mechanical Equipment, try to determine the amounts of minerals and metals contained in the properties listed with this application. Total cost of project should not cost more than $15,125.00.

(b) Project could be started one week after approval of aid and should be completed within three weeks.

COPY

4. None Available

COPY

5. None

COPY

6. None

COPY

7. Rented:

Bulldozer--$15.00/hr.
Power Shovel--$15.00/hr
Compressor--$8.00/hr
Trucks--$6.00/hr
Diamond Drill--$4.00/ft.
Wheelbarrows--$1.00/hr
Picks & Shovels--$1.00/hr

COPY

8. Superintendent--$2.50/hr.

(4) Laborers--$1.50/hr

COPY

9. Not Applicable

COPY

10. (a) 10%

(b)

COPY

11. None

COPY

NORTH CAROLINA
WILKES COUNTY

THIS LEASE AGREEMENT, made and entered into this the 1st day of August, 1951, by and between F. V. Brown, Single, of Wilkes County, State of North Carolina, hereinafter called party of the first part, and Holland Lorena Miles, widow, of Prince George County, State of Virginia, hereinafter called party of the second part.

W I T N E S S E T H:

That subject to the terms and conditions hereinafter set forth, said party of the first part has let and leased unto said party of the second part the exclusive right and privilege to mine, dig, mill, process and remove all minerals, ores, clays, earths, mica, feldspar and stones now in, under or upon certain tracts or parcels of land lying and being in Mulberry Township, Wilkes County, State of North Carolina, and being the identical lands purchased by party of the first part from M. V. Brown, Martin Shatley and Yadkin Valley Motor Company, and being bounded on the East by the lands of Emory Whittington and Franklyn Myers heirs, on the South by W. D. Caudill and others, on the West by Bill Milby and others and on the North by the lands known as Nathan Wyatt's lands, and containing approximately 450 acres more or less.

I. The terms of this lease are as follows: For a period of twelve months, with the privilege of renewal for an additional period of Nine Years, unless sooner terminated as herein provided. It is mutually agreed and understood that the party of the second part, her heirs and assigns shall have twelve months from the date of this agreement to begin mining operations, but unless mining operations are begun within twelve months from the date of this agreement then this lease shall terminate and become null and void. If, however, mining operations are begun within twelve months from the date of this agreement, then and in that event, this lease may be renewed for an additional period of Nine Years, upon the condition that reasonable operations shall be maintained during said period of nine years, but upon failure to maintain reasonable mining operations during each year, then and in that event this lease shall be terminated and become null and void, provided party of the first part shall give to said party of the second part ten days notice before the first day of any month during said period of nine years.

II. As rental the party of the second part shall pay to the party of the first part ten per cent of the gross receipts from all minerals of every kind and description mined on said lands, and said payments shall be made on or before the 15th day of every month after the beginning of mining operations for all minerals mined upon said lands during the preceding month, and upon default in the payments of same as herein set forth then this lease shall automatically become null and void.

III. Party of the second part shall keep, or caused to be kept, a correct and itemized record of all operations and transactions under this lease and such records may be at any time inspected by the party of the first part or his representative. The failure to keep said records and the failure to let the party of the first part or his representative to inspect the same shall constitute a breach of this lease and same shall automatically become null and void.

IV. So long as this lease remains in force, the party of the second part, her heirs and assigns, shall in connection therewith have and enjoy the following rights and privileges:

(a) The right to the use of the surface of said land to the full extent that such use is reasonably convenient or necessary in mining, digging, milling and processing and removing said minerals, ores, clays, earths, mica, feldspart and stone, etc.

(b) The right to construct and place upon said lands buildings and machinery and to remove the same.
(c) The right to cut and use upon said lands for the purposes herein set out any timber standing thereon at the time of such use.
(d) The right to construct and maintain roads in such locations as party of the second part or her heirs and assigns may deem necessary or convenient.

In Testimony thereof the parties hereto have hereunto set their hands and seals, this the 1st day of August, 1951.

/s/ T. T. Brown (SEAL)

/s/ Holland Lorene Wiles (SEAL)

NORTH CAROLINA
WILKES COUNTY

I, Addie Mae Whicker, Notary Public, do hereby certify that personally appeared before me this day, T. T. Brown, party of the first part, and Holland Lorene Wiles, party of the second part, who acknowledged the due execution of the foregoing lease agreement for the purposes therein expressed.

Witness my hand and notarial seal, this the 1st day of August, 1951.

/s/ Addie Mae Whicker

OPTION AGREEMENT

NORTH CAROLINA,

WILKES COUNTY.

This agreement, made and entered into, this 7th day of August, 1951, by and between Lizzie Brown and son, C. C. Brown, parties of the first part of Wilkes County and State of North Carolina, and Mrs. Rolland Loremn Wiles of Hopewell, State of Virginia, party of the second part, witnesseth:

That for and in consideration of the sum of $1.00 paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, said parties of the first part have contracted and agreed and do hereby contract and agree with the party of the second part that the party of the second part shall and does have a lease on all the minerals belonging to the parties of the first part on the hereinafter described land, being the tract of land on which the parties of the first part now live in Mulberry Township, Wilkes County, bounded as follows:

On the North by the land of Tom V. Kilby

On the South by the land of Will Higgins

On the East by the land of Bill Revis and Will Kee

On the West by the land of Bill Sturdivest

Containing approximately 55 acres. Said party of the second part shall hereby have, and does have, a lease on said mineral and the right to use so much of said lands as are necessary for the purpose of mining the same, but said mining operations, if any, shall not in any way interfere with growing crops and the same shall be done in such a way as to cause the least damage and inconvenience to the parties of the first part. That the party of the second part shall have a lease on this land from August 7, 1951 to August 7, 1952, and if at any time said operations shall start during said period of time then the party of the second part shall have the right to mine minerals as shall be profitable to the party of the second part for a period of ten years from the 7th day of August, 1951.

If the party of the second part does not take up this lease by August 7, 1952, then the same shall be null and void unless the party of the second part, her heirs or assigns, shall pay as delay rental $1.00 per year, payable in advance, otherwise to remain in full force and effect for a period of ten years from the date of August 7, 1952. That in addition to the above consideration the parties of the first part shall receive five percent of the gross amount received from such minerals coming from said place.

In testimony of the willingness of the parties of the first part to conform to the above agreement and lease, then and each of them have hereto set their hands and seals, the day and year first above written.

C. C. Brown (SEAL)

Lizzie Brown (SEAL)

STATE OF NORTH CAROLINA, Wilkes County.

I. T. C. Caudill, Notary Public, do hereby certify that C. C. Brown and Lizzie Brown, personally appeared before me this day and acknowledged the due execution of the annexed Option Agreement; and the said parties, being by me privately examined separate and apart from her said son, touching her voluntarily execution of the same, doth state that she signed the same freely and voluntarily, separate and apart from her said son or any other person and that she doth still voluntarily assent thereto.

Witness my hand and notarial seal, this 8th day of August, 1951.

My commission expires October 14, 1952.

T. C. Caudill N.P.

OPTION AGREEMENT

NORTH CAROLINA,

WILKES COUNTY.

This agreement, made and entered into, this 14th day of September, 1950, by and between W. T. Kilby and wife, Ollive Kilby, parties of the first part of Wilkes County and State of North Carolina, and Mrs. Holland Lorena Wiles of Huntington, State of West Virginia, party of the second part, witnesseth:

That for and in consideration of the sum of $1.00 paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, said parties of the first part have contracted and agreed and do hereby contract and agree with the party of the second part that the party of the second part shall and does have an option on all the minerals belonging to the parties of the first part on the hereinafter described land, being the tract of land on which the parties of the first part now live in Mulberry Township, Wilkes County, bounded on the North and East by C. C. Higgins and on the South and West by C. C. Brown and others. Containing approximately 20 acres. Said party of the second part shall hereby have, and does have, an option of said mineral and the right to use so much of said lands as are necessary for the purpose of mining the same, but said mining operations, if any, shall not in any way interfere with growing crops and the same shall be done in such a way as to cause the least damage and inconvenience to the parties of the first part. That the party of the second part shall have an option on this land from September 14, 1950 to September 14, 1951, and if at any time said operations shall start during said period of time then the party of the second part shall have the right to operate and maintain mines and shall have the right to mine such minerals as shall be profitable to the party of the second part for a period of ten years from the 14th day of September, 1950.

If the party of the second part does not take up this option by September 14, 1951, then the same shall be null and void unless the party of the second part, her heirs or assigns, shall pay as delay rental $20.00 per year, payable in advance, otherwise to remain in full force and effect for a period of ten years from the date of September 14, 1950. That in addition to the above consideration the parties of the first part shall receive five per cent of the net amount received from such minerals coming from said place. By net amount is meant the amount received from such minerals after deducting the cost of mining operations not including any machinery or equipment.

In testimony of the willingness of the parties of the first part to conform to the above agreement and option, them and each of them have hereto set their hands and seals, the day and year first above written.

Witness to mark:
Sidney O. Brooks
Ollive Kilby

his
/s/ W. T. X Kilby (SEAL)
mark

/s/ Ollive Kilby (SEAL)

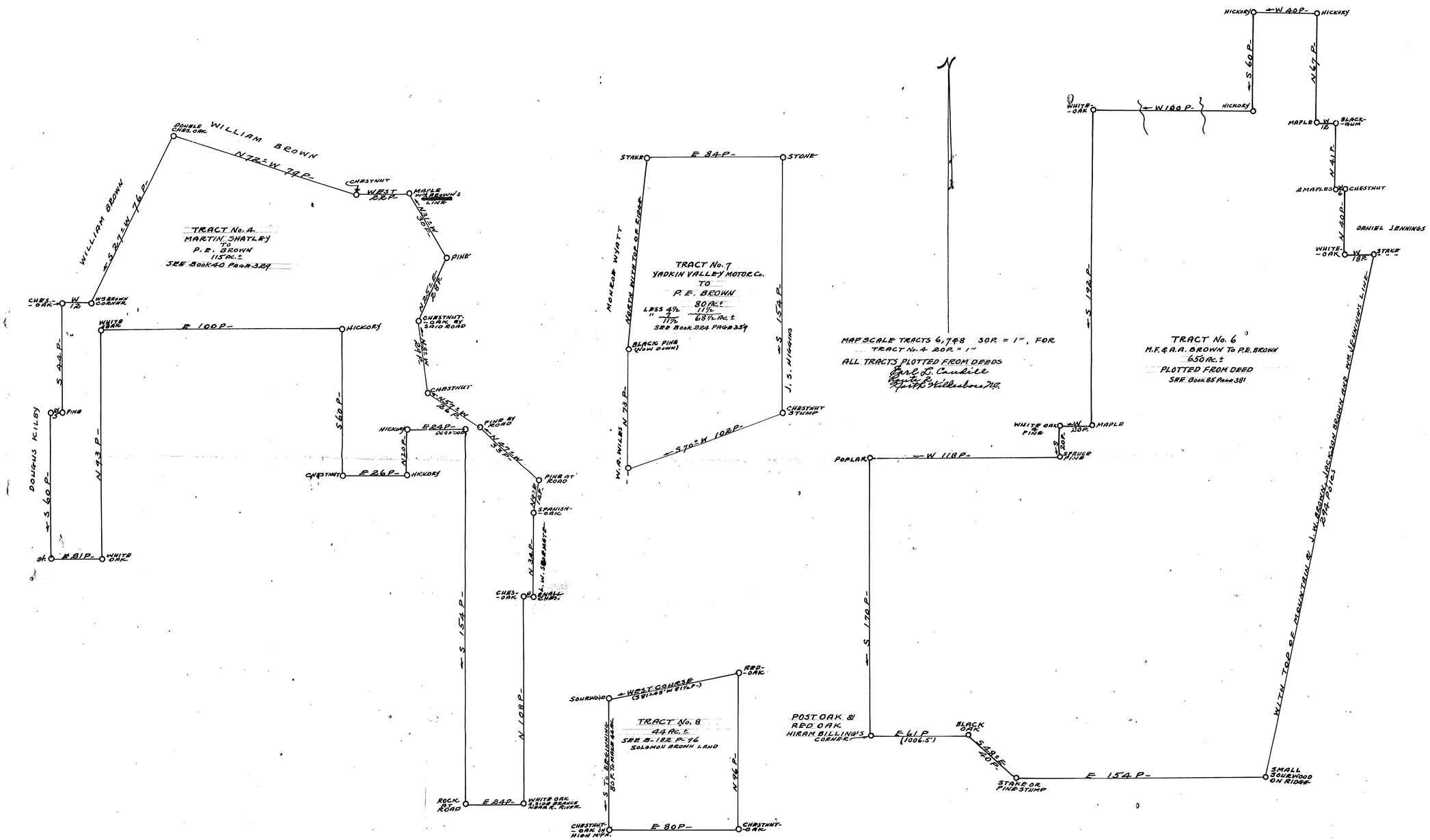
STATE OF NORTH CAROLINA, Wilkes County.

I, Sidney O. Brooks, Notary Public, do hereby certify that W. T. Kilby and wife, Ollive Kilby, personally appeared before me this day and acknowledged the due execution of the annexed Option Agreement; and the said Ollive Kilby, being by me privately examined separate and apart from her said husband, touching her voluntarily execution of the same, doth state that she signed the same freely and voluntarily, separate and apart from her said husband or any other person and that she doth still voluntarily assent thereto.

Witness my hand and notarial seal, this 15th day of September, 1950.

My commission expires October 28, 1950.

/s/ Sidney O. Brooks N.P.



Map belonging To
Mrs. H. O. Wiles
Territory in Wilkes County, N.C.
Dec. 1, 1951