

1873. at 10 minutes Past 9 o'clock AM. -

Agreement of Amos, M. Ducken

With

Serron Mill and Mining Co

Attest: Alexander
By J. Maupin sept

Stamp
Stamp

This agreement made entered into this seventh day of December A.D. 1873 between James M. Ducken, James C. Smith & H. Rose and C. C. Reeves all of Sanders County State of Nevada parties of the first part and the Serron Mill and Mining Company a corporate body under the laws of the state of California and doing business in the state of Nevada party of the second part. Witnesseth that the said parties of the first part ~~for~~ and in consideration of the sum of one dollar to them in hand paid by the said party of the second part - the receipt of which is hereby acknowledged have agreed and do hereby agree to and with the said party of the second part as follows to wit: That the said party of the second part shall be and is allowed and permitted to enter upon and take possession of certain silver mining claim owned by said parties of the first part, and situate upon the Westerty side

of Spring Valley in Spring Valley Mining District Sanda
 County State of Nevada known as called and recorded res-
 pectively as the "Rip Van Winkle" "Eda Brown" "Harrell" "Williams"
 "Curtis & Co" "Southern Cross" "Jefferson" "Cumberland" "Rain
 Storm" "Matu Louisa" "Five Twenty" and "Wag Eagle" min-
 ing claims together with all the cabins houses and im-
 provements connected with said claims with all timbered
 lands adjacent thereto or in any wise connected with said claims
 and all train rights and privileges owned or controlled by said parties
 of the first part meaning to include and including all the
 interest of said parties of the first part in said Spring Valley min-
 ing District excepting the interest of the said James McDuckie
 in the "Murray" Mine and its appurtenances with authority
 to said party of the second part to work said mine, take out
 ore therefrom and work such ore in the mill owned by said
 party of the second part and situate in the town of Sureka
 Sanda County afore said. And the said parties of the first
 part, on themselves, their and each of their heirs executors adm-
 inistrators and assigns, also agree to sell and convey to said
 party of the second part, its successors and assigns all their
 interest and the interest of each of them in the said min-
 ing claims and other property hereinbefore named and that
 they will on or before the seventh day of March A.D. 1873
 make execute and deliver to said party of the second part
 its successors or assigns a good and sufficient deed or deeds
 of conveyance of said mine and other property free and
 clear of all incumbrance provided the said party of the
 second part its successors or assigns shall on or before the
 said seventh day of March A.D. 1873 pay to the said parties
 of the first part their heirs or assigns, the sum of Twenty
 Two Thousand (22,000) dollars in Gold Coin to be divided
 between the said parties of the first part in proportion to
 their respective interests in said property to wit: To the said
 James M. Duffey Seven Thousand (7000) dollars
 To the said C. H. Reeves Two Thousand (2,000) dollars
 To the said C. H. Rose eight Thousand (8000) dollars
 To the said Jas. A. Smith Five Thousand (5,000) dollars
 Making the total of Twenty two Thousand (22,000) dollars
 which is the price for which said parties of the first part
 agree to sell and convey said property. And the said
 parties of the first part agree that will for themselves their and
 of their heirs and assigns that they will take and receive
 from said party of the second part at the option of said party
 of the second part in lieu of said sum of Twenty two Thousand
 (22,000) dollars in Gold coin as the purchase price of said property
 and the considerations for said conveyance to be made twenty
 seven hundred and fifty (2750) shares of the Capital stock
 of this said Semon Mill and Mining Company party of
 the second part which shall be twenty seven hundred and
 fifty thirty thousand (27,500) of the whole capital stock
 of the said Semon Mill and Mining Company or
 that the said party of the second part may pay a
 portion of said purchase price in cash and a por-

in stock as aforesaid, at the option of said party of second part
 in which case the said stock shall be received by said parties
 of the first part at the value of eight (8) dollars per share and
 shall be divided between the said parties of the first part in
 proportion to their respective interests as hereinbefore specified
 provided however that the said party of the second part shall
 before the time herein before named for the execution of the deed
 of conveyance aforesaid, proceed to haul to its mill at Curtea
 the ores now upon the dumps of said mines and work the same
 and that the usual percentage of the pulp assays of said ores
 according to the grade thereof, shall be paid by said party
 of the second part to said parties of the first part after deduct-
 ing from said percentage the hauling of said ores and thirty
 (30) dollars per ton for working the same, and that the amount
 so paid to them as the proceeds of said ores shall be deducted
 from the purchase price above named for said property as a
 part of the consideration therefor, and any amount so deduct-
 ed shall be reckoned at the rate of eight (8) dollars per share
 for the stock which may be paid as the consideration for the
 conveyance aforesaid, and it is understood and agreed
 that if the said party of the second part shall on the said
 seventh day of March 1873 have ready at its office in said
 town of Curtea the cash or the certificates of stock of said
 Leman Mill and Mining Company hereinbefore mentioned
 as the consideration of said conveyance such fact shall be
 sufficient evidence of its readiness to make and consummate
 the purchase of said property, but if said party of the
 second part shall fail to be so prepared then and in that
 case the agreement shall be void and of no effect and all
 ores which the said party of the second part shall have ex-
 tricated from the said mines and worked in its mill -
 shall be paid for by said party of the second part to the
 several parties of the first part who are the owners of the
 respective mines which shall have been so worked and
 the amounts to be so paid shall be the usual percentages
 upon the pulp assays of said ores less the cost of mining
 hauling and thirty (30) dollars per ton for milling it is
 also understood and agreed that the interests of the said
 parties of the first part which it is agreed shall be inclu-
 ded in the conveyance aforesaid shall include all the
 ground embraced in said claims except three hundred
 and twenty (325) feet in the Two Twenty mine which claim
 includes an aggregate of twelve hundred (1200) feet of
 which the amount to be conveyed under this agreement is
 eight hundred and seventy five (875) feet. It is also under-
 stood that the said parties of the first part execute this
 agreement in all its parts for themselves and for their and
 each of their heirs, executors, administrators and assigns
 and the party of the second part for itself and for its succes-
 sors and assigns.

In witness whereof the said parties of
 the first and second parts have here-
 unto set their hands and seals the day

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and year first - above written.

Signed, sealed and delivered } James M. Duker. seal
 in presence of } James A. Smith. seal
 } W. H. Rose. seal
 } seal
 In 17th line 5th page the words of
 stock "interlined before execution"

S. Ponton de Arce

S. B. Mores Supt
Simon M & M Co

State of Nevada }
 in the }
 County of Sanders }

On this seventeenth day of December A.D.
 one thousand eight hundred and seventy two personally appeared
 before me, Fred Elliot a Notary Public in and for the said county
 of Sanders S. Ponton de Arce personally known to me to be the same
 person whose name is subscribed to the annexed instrument as a
 witness thereto who being by me duly sworn depored, and said
 that he resides in the county of Sanders Nevada that he was present
 and saw James M. Duker James A. Smith W. H. Rose
 and S. B. Mores personally known to him to be the same
 persons described in and who executed the said annexed
 instrument as parties thereto sign seal and deliver the
 same and that the said James M. Duker James A.
 Smith W. H. Rose and S. B. Mores acknowledged in the
 presence of said affiant that they executed the same freely
 and voluntarily and for the uses and purposes therein mentioned
 and that he the said affiant subscribed his name as a witness
 thereof.

And witness whereof I have herunto set my hand and
 affixed my official seal the day and year within this certificate
 first above written.

Fred Elliot
 Notary Public

In consideration we hereby agreed to and with
 the said Simon Mill and Mining Company to extend
 and we do hereby extend the time within which the said
 Simon Mill and Mining Company named in the annexed
 contract may and shall make the purchase of the mining
 property mentioned and described herein under and by
 virtue of the contract aforesaid and to which this attached
 until and including the 1st day of July A.D. 1873 and
 agree that if the purchase price for said property named
 in said agreement shall be paid either in cash or shares
 of stock as provided therein on or before said first day of
 July A.D. 1873. We will upon such payment make execute
 and deliver to said Simon Mill and Mining Company
 a good and sufficient deed of conveyance of the property
 mentioned and described in said foregoing and annexed

Agreement which deed shall convey all the interest now
now has said contract being hereby continued in all its true
and put terms except the words "less the cost of mining" in the
said original contract - are hereby stricken out; by consent and
agreement of the parties hereto In witness whereof we have
herunto set our hands and seals this 28th day of March
A.D. 1873.

Attest the signatures
W. W. Davenport.

James M. Dicker (seal)
James A. Smith (seal)
E. H. Rose (seal)
Lemuel M. Co
By E. B. Dickinson Supt.

State of Nevada }
County of Churchill } ss

On this Twenty Eighth day of March
A.D. One thousand Eight hundred and seventy three per-
sonally appeared before me F. H. Harmon clerk in and
for said County W. W. Davenport personally known to me to
be the same person whose name is subscribed to the annexed
instrument - as a witness thereto who being by me duly sworn
deposed and said that he resides in Churchill County Nevada
that he was present and saw James M. Dicker James A.
Smith Eli H. Rose and E. B. Dickinson personally known
to him to be the same persons described in and who executed
the said annexed instrument as parties thereto sign seal
and deliver the same and that the said James M. Dicker
James A. Smith, Eli H. Rose and E. B. Dickinson
acknowledged in the presence of said affiant that they ex-
ecuted the same freely and voluntarily and for the uses and
purposes therein mentioned and that he the said affiant
thereupon subscribed his name as a witness thereof.

In witness whereof I have herunto
set my hand and affixed my official
seal the day and year in this certificate
first above written

Private seal
there being no
Public seal

F. H. Harmon Clerk
By Samuel Bell Deputy
{ Endorsed }

Agreement. Dated Dec - 7 1872 at request of E B Dickinson
April 10th 1873 at 50 minutes Past 2 o'clock P.M.