

OK
Articles of Agreement made and entered into
this seventh day of July 1873 One thousand
eight hundred and seventy three by and between
William Hartnett of the Eureka Mining District
County of Eureka and State of Nevada. party
of the first part. and Frank M. Main of
the Town of Eureka. County and State afore-
said party of the second. Witnesses:

That whereas the said party of the first
part is the lawful owner and in the possession
of the undivided Four hundred (400) feet of in
and to that certain Mine. Mining Claim. or
location known as and called the "confidence
ledge. & Co." situated lying and being on Jackson
Hill in the said Eureka Mining District
and which said Mining. Mining Claim. or loc-
ation lies between the "Danne & Haron" on
the South and the "Carson" on the North. and
contains One thousand (1000) feet in all
and was located on or about the 17th day of
December A.D. 1869 By W. Hartnett. J. Sullivan
M. Murphy and W. Crowley.

And whereas the said party of the first
part is desirous of selling and conveying unto
the said party of the second part. all of his
interests of in and to the said above described
Mine. Mining Claim. or location: and the said
party of the second part is desirous of purchasing
the same on the terms and conditions hereinafter
set forth and expressed.

Now the said party of the first part
for and in consideration of the premises, and
the sum of One hundred Dollars Gold coin of
the United States to him in hand paid by the
said party of the second part the receipt whereof
is hereby acknowledged. does hereby promise covenants

and agree to and with the said party of the second part for himself, his ^{heirs} executors, and administrators, to execute, sign, seal, acknowledge and deliver to the said party of the second part, his heirs, executors, administrators, or assigns a good and sufficient deed of bargain and sale for all of his interest of, in and to the Mining Claim, or location above described on or before the 1st day of September A.D. One thousand eight hundred and seventy three and upon the due execution and performance by the said party of the second part, of the agreements, promises and covenants, hereby entered into agreed, promised and covenanted to be kept, executed and performed by the said party of the second part, on his part, to and with the said party of the first part, his heirs, executors and administrators.

And the said party of the second part for and in consideration of the premises and of the sum of One dollar to him in hand paid by the said party of the second part the receipt whereof is hereby acknowledged, does hereby promise, covenant, and agree for himself, his heirs, executors, administrators and assigns to and with the said party of the first part his heirs, executors and administrators to pay or cause to be paid to the said party of the first part his heirs, executors or administrators for the interest of the said party of the first part, to the said above described Mining Claim, or location, and the whole of said interest, and upon the due execution and delivery of the deed aforesaid in manner and form aforesaid, the further sum of Seven hundred Dollars (\$700), in Gold coin of the United States on or before the said seventh day of September A.D. 1873.

And it is hereby further agreed by the said party of the second part to and with the said party of the first part, in consideration of the premises and the said sum of One dollar to him paid as aforesaid that in case he the said party of the second part, his heirs, executors, administrators, and assigns shall fail to pay the said sum of Seven hundred Dollars Gold coin, upon the due execution and delivery of said deed or the tender thereof on or before the said 7th day of September A.D. 1873 to the said party of the first part his heirs, executors or administrators then that he the said party of the second part shall forever forfeit said sum of One hundred dollars and forever renounce all claims, threats, by suit or otherwise to said party of the first part, and that

This agreement, and every promise, covenant, and agreement therein contained shall be null and void.

In Witness Whereof the said parties hereto have hereunto set their hands and seals at the said Town of Eureka on the day and year first above written.

William Hartnett ^{Seal}

Frank M. Main ^{Seal}

Filed July 8th 1873 at request of Frank M. Main at 11 o'clock P.M.

A. J. Campbell
Recorder