

Con. Reilly with Francis Hanson and A. G. McKenzie

This Agreement made and entered into at the Town and County of Curveta and State of Nevada in this the twenty ninth day of September A.D. one thousand eight hundred and seventy three between Con Reilly known herein as the party of the first part and Francis Hanson and A. G. McKenzie known herein as parties of the second part and all residents of the County and State aforesaid

Witnesseth
 That whereas on the 2nd day of August A.D. 1873 one R. H. Haines by an instrument in writing did agree to sell and convey to said Francis Hanson three fourths part of that certain mining property situated in the Curveta Mining District County and State aforesaid known as and called the "Cornely Mine" and Cornely No. Two as appears by the records of said District for the sum of Four thousand and Five hundred (4,500) Dollars gold coin of the U.S. to be paid by the said Hanson or his assigns, to the said Haines on or before the first day of October A.D. 1873 all of which more fully appears by said instrument as recorded in the County Recorder's office of Curveta County aforesaid in Book A Miscellaneous page 53. of the Records of said office and whereas the said Hanson did on the 23rd day of September A.D. 1873 for sundry and divers good and valuable considerations from the said Haines sell assign and set over to said A. G. McKenzie all his said Hanson's interest in and to said agreement and the rights thereunder with the understanding near the law that the said Hanson was still to be equally interested with said McKenzie in all the rights profits and advantages arising under said agreement and by virtue thereof and whereas the said McKenzie and Hanson are unable to raise the money necessary to purchase the mining ground in said agreement mentioned and in accordance with the terms thereof and have made application to said Reilly for assistance in relation thereto and whereas the said Reilly is willing to purchase a one fourth interest of the said Cornely Mine and Cornely No. 2 for the sum of Two thousand (2000) Dollars and advance the sum of Twenty five hundred Dollars more to be secured by an assignment of said agreement from said McKenzie to said Reilly which last named sum is to be repaid by said McKenzie and Hanson to said Reilly on or before the 29th day of September A.D. 1874 with interest thereon at the rate of 1 1/2 per cent per month and whereas in fulfillment of the mutual wishes of the parties hereto

and in accordance with the understanding of and
 the said McKenzie in his own name but with the
 full knowledge, understanding and consent of the
 said Hanson has this day assigned and set over
 to said Reilly the said original agreement between
 said James and Hanson for the purchase and
 transfer of the three fourths $\frac{3}{4}$ interest in the said
 Connelly No. 7 as described in said original agreement
 with full power to enforce the same and upon the
 execution of a Deed under and by virtue of said
 agreement to said Reilly or under a decree of
 Court to retain as his interest one fourth and
 the remaining one half to convey to said Hanson
 and McKenzie in the manner hereinafter stated.
 And upon the payment of the money hereinafter stated
 and in the manner so stated and whereas the said
 Reilly has this day purchased for the sum of Two
 thousand (2000) Dollars from said McKenzie and Hanson
 a one fourth interest of said mining property or the
 right thereto under said original agreement and
 has advanced the further sum of Twenty-five hun-
 dred (2500) Dollars to enable the said McKenzie
 to fulfill the terms of the said agreement which
 sum last named is to be repaid by the said
 McKenzie and Hanson in the manner hereinafter
 stated. And whereas there is likely to be some lit-
 igation in relation to the enforcement of the said
 agreement on the part of said James or his assigns
 for the reason that the said James has already
 refused to execute the Deed thereon in acc-
 ordance with the terms of said agreement although
 the money to wit the sum of Four thousand five
 hundred dollars has been tendered to him and whereas
 it is the desire and the intention of the parties
 hereto that the said tender should be kept good
 and that the said sum of \$4500 should be dep-
 osited in the Bank of Paxton and Company at Elko
 Nevada by the said Reilly and then kept by him
 subject to the order of said James or his assigns
 upon the presentation of a good and sufficient
 deed for said mining property in accordance with
 the terms of said agreement. Now therefore in
 consideration of the premises and the covenants
 of the parties of the second part hereinafter
 expressed to be faithfully kept and performed
 by the said parties of the second part and
 the said party of the first part does hereby
 covenant promise and agree to sell and convey
 to the said parties of the second part on or before
 the 29th day of September A.D. 1874 and upon the
 payment by the said parties of the second
 part to the said party of the first part the
 sum of Twenty five hundred (2500) Dollars in

U.S. Gold Coin with interest thereon at the rate of $1\frac{1}{2}\%$
 per month. the one half $\frac{1}{2}$ of four hundred (400) feet
 of Mining ground of in. and to each of these
 certain Ledges Lodes or veins Mining Claims situated
 lying and being in the Everett Mining District in
 said County and State, and known and designated
 upon the Mining Records of said District as the
 Cornley Ledge and Cornley vein No. 7. and being
 the same property and Mining Claims, or a portion
 thereof, mentioned and described in the agreement
 herebefore referred to between said Haines and
 Hanson. Said property to be conveyed to the said
 parties of the second part, by good and sufficient
 deeds of conveyance, sufficient for the conveying
 and assuring to the said parties of the second
 part, the just and true title to said one half
 or four hundred (400) feet in each of said Mining
 Claims and the said party of the first part in
 consideration of the promises, does hereby covenant
 promise and agree to and with the said parties
 of the second part, to keep and maintain said
 tender of \$4500 gold coin, good of the kind aforesaid
 subject to the order of said Haines, or any other
 person lawfully entitled thereto, upon the presentation
 of said and under said agreement and not
 to withdraw said tender or cause it to be with-
 drawn until the rights of the parties hereunder
 said original agreement, and under this contract
 shall have been adjusted, or the same mutually
 abandoned. And the said parties of the second part
 in consideration of the promises and the covenants,
 promises and agreements of the said party of the
 first part to be faithfully kept and performed,
 herebefore contained, do hereby covenant promise and
 agree to and with said party of the first part, to
 pay to said party of the first part, the sum of
 twenty five thousand (2500) Dollars in U.S. Gold coin
 on or before the 29th day of September A.D. 1874, with
 interest thereon in like gold coin at the rate of $1\frac{1}{2}\%$
 per month from this date, interest payable monthly
 as and for the said one half interest or four hundred
 feet in each of the said mining claims aforesaid
 and the said parties of the second part, do
 hereby further covenant promise and agree to and with
 the said party of the first part, in consideration
 of the promises and the said sum of two thou-
 sand (2000) Dollars, paid as aforesaid that the
 said party of the first part shall have the
 right to hold, and retain a one fourth interest
 or two hundred (200) feet in each of the mining claims
 aforesaid under and by virtue of said agreement
 as made between said Haines and Hanson
 And it is hereby ~~in~~ covenanted by the said

party of the first part. to and each each of the parties of the second part. that upon the payment by either of the parties of the second part. of the sum of Two thousand and fifty (250) Dollars on or before the said 29th day of September A.D. 1874. together with interest as aforesaid. the said party of the first part will convey to said party of the second part. making such payment an undivided one fourth 1/4 or Two hundred and 600 feet in each of the Mining Claims aforesaid. to be held by said party in severalty. and it is hereby mutually understood and agreed by and between the parties hereto that if in the prosecution of any suit. to enforce the rights of the parties hereto and by virtue of said original agreement. the said parties hereto. should be defeated and not be able to recover the mining ground aforesaid. then the whole of said sum of Two thousand and fifty (250) Dollars shall revert to the party of the first part. and he shall have the right to withdraw the sum from the Bond. when the same is deposited.

And it is hereby further understood and mutually agreed by and between the parties hereto. that the parties hereto. shall enter into and upon. the Mining interests aforesaid and work and develop the same for their joint interest profit benefit and advantage share and share alike according to their respective interests and all expenses that may arise by reason of working and developing said property. or by reason of litigation arising under said original agreement or otherwise shall be borne by parties hereto. share and share alike.

In Witness whereof the parties hereto. have set their hands and seals. the day and year first above written

Wesley
McDermott

Con. Reilly
Francis Hanson
A. G. McKenzie

Seal
Seal
Seal

State of Nevada
County of Esmeralda

On this Thirtieth day of September. A.D. one thousand eight hundred and seventy four. personally appeared before me James B. Bell a Notary Public in and for said County and State of Nevada. W. McDermott. personally known to me to be the same person whose name is subscribed to the annexed instrument. as a witness thereto. who being duly sworn. deposed and said that he resides in Esmeralda County State of Nevada that he was present and saw Con. Reilly. Francis Hanson and A. G. McKenzie acknowledged in the presence of said affiant. that they the same freely and voluntarily and for the uses and purposes therein mentioned and that is the said

affiant subscribed his name as a witness thereof.
 In witness whereof I have hereunto set
 my hand and affixed my Official Seal
 the day and year in this Certificate
 first above written

Samuel Bell

Notary Public

Recorded at the request of Jos. B. Darraport.
 at 4 P.M. October 8th 1873.

Samuel Bell
 Recorder.