

D. Fraser  
 Alex. Fraser  
 W. P. Murphy  
 Timothy Murphy  
 And John Flynn  
 Do  
 S. P. Kimball

This Agreement made and entered into at the Town of Eureka in the County of Eureka and State of Nevada this Twenty Second day of June 1874 by and between D. Fraser Alex. Fraser W. P. Murphy T. Murphy and John Flynn all of the Town County and State aforesaid parties

of the first part and S. P. Kimball of the City of San Francisco in the State of California party of the second part. Witnesseth. That for and in consideration of the sum of Seven Thousand three Hundred (\$7300-) dollars in gold coin part paid and part to be paid as hereinafter specified. they the said first named parties do hereby bind agree and obligate themselves their heirs or assigns to sell and convey by a good and sufficient title deed a good and perfect title to all their undivided interests in and to those Four certain Mining Claims known and designated as per the records of Location as the "Industry" "Chief of the Hill" "Pirate" and "Summit" Mines all situated on the East Slope of Prospect Mountain at a point about 600 feet westerly from the Mouth of the Lannon Tunnel.

The number of feet owned by each of the said first named parties as now appears of record shall be paid for to each in such proportions as are hereinafter set forth. and at the rate or price per foot as follows.

Industry Mine

Donald Fraser	133 2/3 feet	+ \$6.00 per foot	\$800.00
Alex. Fraser	116 2/3 feet	+ \$6.00 per foot	\$698.00
W. P. Murphy	183 2/3 feet	+ \$6.00 per foot	\$1102.00
John Flynn	100 feet	+ \$6.00 per foot	\$600.00
Timothy Murphy	100 feet	+ \$6.00 per foot	\$600.00

Chief of the Hill Mine.

Donald Fraser	333 2/3 feet	+ \$3.00 per foot	\$1000.00
Alex. Fraser	333 2/3 feet	+ \$3.00 per foot	\$1000.00
W. P. Murphy	333 2/3 feet	+ \$3.00 per foot	\$1000.00

Pirate Mine.

Donald Fraser	200 feet	+ \$0.62 1/2 <sup>c</sup> per foot	\$125.00
W. P. Murphy	200 feet	+ \$0.62 1/2 <sup>c</sup> per foot	\$125.00

Summit Mine

Donald Fraser	750 feet	+ \$0.33 1/3 <sup>c</sup> per foot	\$250.00
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Thus making the entire number of feet sold in each mine as follows in the "Industry" mine 633 2/3 at the rate of Six dollars per foot. in the "Chief of The Hill" one thousand feet at the price of Three Dollars per foot. in the "Pirate" Mine Four Hundred feet at the price of sixty two and one half cents per foot and in the "Summit" mine Seven hundred and fifty feet at the price of thirty three and one third cents per foot. Making in all Two thousand seven hundred and Eighty three and one third feet in all for the

full price or sum of Seven Thousand Three Hundred Dollars  
 as at first set forth in this agreement. And it is further  
 understood and agreed that the said sum of Seven thou-  
 sand three hundred dollars shall be paid to the said  
 first named parties in the manner following namely,  
 One fourth of the same in the sum of One Thousand  
 Eight Hundred and twenty five (\$1825.00) dollars to  
 be paid in hand at the execution of these presents  
 the receipt whereof is hereby acknowledged by the  
 said first named parties; One Fourth or a like sum  
 of Eighteen Hundred & Twenty five dollars on or before  
 the Twenty second day of July now at ensuing, and a  
 like amount of one fourth or \$1825.00) dollars on  
 or before the Twenty second day of August now next.  
 And the balance or further sum of one fourth in a  
 like sum of \$1825.00 dollars on or before the Twenty  
 second day of the month of September of the present year.  
 It is understood and agreed that there shall be allowed  
 to each of the three last named payments Five days  
 of Grace within which to make said payments after  
 the day on which they shall fall due to cover unav-  
 oidable delay. And it is further understood and  
 agreed that the said second named party either by  
 himself or his Agent John R. Murphy shall have the right  
 to at once enter into full and free possession of all  
 of the Mining property hereinbefore bargained for and sold  
 to work and mine the same in any way he may deem  
 proper, to extract ores and dispose of the same to his  
 own interest. But it is herein agreed in case of any  
 ores being disposed of before or up to the time of any  
 one of the payments now remaining unpaid becoming  
 due the proceeds of such ores shall be applied in such  
 amount as may be required to pay such instalment  
 as will be then due until the full amount of purchase  
 price shall be paid. From the proceeds of any ores sold  
 or disposed of as above stipulated there shall be deducted  
 Thirty dollars per ton to cover costs of Mining, Hauling  
 and reduction the balance or net proceeds to be  
 applied as above stated. It is further understood  
 and agreed by and between the parties hereto that  
 wherever the words, First named or second named  
 parties do occur it shall also be understood to mean  
 & include the heirs & assigns of each of the parties  
 hereto. It is further understood and agreed that all  
 former agreements made by the parties hereto in regard  
 to the Mining property herein sold are by these presents  
 made null and void. It is further understood and  
 agreed that the said second named party shall not  
 have the right to incur any indebtedness as against  
 the mine either for Labor or material until the  
 purchase price is paid in full further than what  
 he shall be obliged to discharge himself in case

of any being incurred over proceeds of mine product. It is further understood that the said first named parties hereby agree and obligate themselves to execute a proper deed of sale to the mining ground above mentioned, and place the same in the hands of the Cashier of the Banking House of John A Patton & Co in Eureka to be delivered to the said second named party on his making full payment of the price named either by presenting the receipts of the second parties hereto for their respective amounts or by a deposit of the same in the Banking House above named. It is further understood that in the event of a failure to make the payments above stipulated full and free possession of the property shall be given by the said second named party to the parties of the first part without recourse for damages of any sort against either party.

Thus done and passed at the Town of Eureka aforesaid the day and year first above mentioned before the Subscribing witnesses.

The words "by the" in line one page not erased before signing  
 J. J. Tennant  
 Witness

Donald Fraser  
 Alex Fraser  
 M. P. Murphy  
 John Flynn  
 Timothy Murphy  
 S. P. Kimball

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By his Attorney in fact John R. Murphy

State of Nevada  
 County of Eureka N.D.

On this Twenty second day of June A.D. one thousand eight hundred and seventy four personally appeared before me J. J. Tennant a Notary Public in and for the said County of Eureka Donald Fraser Alex Fraser M. P. Murphy John Flynn and Timothy Murphy whose names are subscribed to the annexed Instrument as parties thereto personally known to me to be the same persons described in and who executed the said annexed Instrument as parties thereto and personally duly acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Notary Seal

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

J. J. Tennant  
 Notary Public

State of Nevada  
County of Esmeralda

On this Twenty Second day of June  
A.D. one thousand eight hundred and seventy four personally  
appeared before me J. J. Duranant a Notary Public in and for  
the said County John R. Murphy personally known to  
me to be the same person described in and who executed  
by Power of Attorney the annexed Instrument as the Attorney  
in fact of S. P. Kimball named in the annexed instrument  
as a party thereto and therein described as the party  
executing the same by his said Attorney and the said  
John R. Murphy acknowledged to me that he executed  
the same freely and voluntarily as and for the act and  
deed of the said S. P. Kimball and for the uses  
and purposes therein mentioned.

Notary  
Seal

In Witness Whereof I have hereunto  
set my hand and affixed my  
Official Seal the day and year  
in this Certificate first above written.

J. J. Duranant  
Notary Public

Recorded at request of John R. Murphy June 22<sup>d</sup> 1874  
at 20 minutes past 7. O'clock P.M.

J. J. Duranant  
Recorder