

Agreement

George W. McCullough
G. W. Williams
W. H. Neal
To
P. E. Connor

This Agreement, made and entered into this 8th day of September A.D. 1897. Between George W. McCullough, G. W. Williams and W. H. Neal of the Town and County of Eureka and State of Nevada parties of the first part and P. E. Connor of the

same place 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 party of the second part the receipt whereof is hereby acknowledged hereby for value, received and agree to sell and convey to the said party of the second part for the sum of Eight Thousand \$8000⁰⁰ Dollars gold coin of the United States, if said party of the second part shall elect to make such purchase (said sum to be paid as hereinafter particularly specified) the following mining property to wit, That certain ledge or lode situated about ten (10) miles Southward from said Town of Eureka in Spring Valley Mining District in Eureka County State of Nevada, and generally known as and recorded upon the Records of said Mining District as the Russ and Berry "mines" No. One (1) Two (2) and Three (3). Also the following described property to wit. That certain Wood House near and embracing said mine and containing one hundred & sixty (60) acres, also the following described property to wit. That certain tract of land situated in Spring Valley about 12 miles Westward from the Town of Eureka in Eureka County & State of Nevada, and described as follows to wit; commencing at a Iron Stake N. 35 1/2° E. about 7 chs distant from Spring No. 1. in Spring Valley Mining District thence S. 16 1/2° W. 15.00 chs to a Stake Thence N. 16 1/2° E. 15.00 chs to a Stake Thence S. 73 1/2° E. 15.00 chs to the place of beginning, containing about 22 1/2 acres and known as the McCullough Spring Ranch. Also that certain other tract of land situated in Spring Valley about 12 miles Westward from the Town of Eureka in Eureka County and State of Nevada and described as follows to wit commencing at a Stake S 11 1/2° E. 4.50 chs from Spring No 2 in Spring Valley Mining District thence N 9 1/2° E. 10.00 chs to a Stake Thence W 80 1/2° W. 10.00 chs to a Stake. Thence S 9 1/2° W 10.00 to a Stake Thence S. 80 1/2° E. chains to the place of beginning containing 10 acres and known as the McCulloch Spring Ranch Together with all water rights, privileges and franchises above described and the covenants, conditions and appurtenances thereon or in anywise appertaining, and it is hereby further understood and agreed by and between the parties hereto, that if said party of second part shall elect to make such purchase that the sum of Five Thousand Dollars (\$5000⁰⁰) of said purchase money shall be paid to said parties of the first part within sixty (60) days from the date hereof, and that when said payment is made that said parties of the first part shall deliver all of said property into the possession of the party of the second part upon demand, and that the balance of said sum, to wit the sum of \$3000⁰⁰ shall be paid within six months from the date of the first payment and that if

either of said payments be not made within the date
 aforesaid then this agreement shall be null and void
 and it is further understood between the parties hereto that
 said party of the second part after the delivery of such property
 shall have the right to the possession of all of said property for
 the period of six months from the date of delivery aforesaid
 and the right privilege to work said mines and extract and
 take therefrom and have as his own all ore so extracted
 from said mines and all ore now upon the dump at said
 mines and that he shall have the right privilege of the
 reasonable use of the wood and water aforesaid for the
 purposes aforesaid, And said party of the second part in
 consideration of the foregoing hereby further agrees to work
 said mines for the term aforesaid in a good and workman
 like manner and according to the custom of Mines.
 And it is further understood and agreed by and between the
 parties hereto that upon the payment of the said several
 sums aforesaid by the party of the second part to the parties
 of the first part, that said parties of the first part will upon
 demand, make, execute, acknowledge and deliver to said party
 of the second part a good and sufficient deed of conveyance
 conveying to said party of the second part all of the property
 and premises above described free from all incumbrances.
 And said party of the second part further agrees, that if he
 fails to pay the first payment aforesaid that he will at the
 expiration of the six months re-deliver all of said property to
 said parties of the first part in as good condition as the use
 thereof by the said party of the second part for the purposes
 aforesaid will permit. And it is further understood and
 agreed between the parties hereto, that all tools now upon
 said premises shall be included in the property aforesaid and
 that the covenants herein contained shall bind the heirs, executors
 administrators and assigns of the respective parties. In
 Witness Whereof the parties hereto have set their hands and seals
 the day and year in this instrument first above written.

Signatures of } Geo. M. McCullough	True	
in presence of } William M. Axtell	True	
E. J. Butler } E. W. Williams	True	
	J. C. Cannon	True

State of Nevada }
 County of Carson }
 No. 8

On this 8th day of September A.D. One thousand Eight
 hundred and Seventy Seven personally appeared before me
 Charles E. Cartman a Notary Public in and for Carson
 County State of Nevada. E. W. Williams whose name is
 subscribed to the annexed instrument as a party thereto, person
 ally known to me to be the same person described in and who
 executed the said annexed instrument as a party thereto and
 said E. W. Williams duly acknowledged to me that he executed
 the same freely and voluntarily and for the use and purpose
 therein mentioned.

In Witness Whereof I have hereunto set my hand and
 affixed my official seal the day and year in

this Certificate first above written

Chas. E. Hubbard Notary Public

State of Nevada }
County of Esmeralda }^{ss.}

On this 8th day of September A.D. One Thousand eight hundred and seventy seven personally appeared before me Charles E. Hubbard a Notary Public in and for Esmeralda County State of Nevada Geo. H. McCulloch W. H. Neal and P. E. Connor whose names are subscribed to the annexed instrument as parties thereto and personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto and said McCulloch Neal & Connor each for himself duly acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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

Charles E. Hubbard, Notary Public

Recorded at the Request of P. E. Connor September 14th A.D. 1877 at
15 min past 11 A. M. R. E. Chas Recorder by C. F. Hooper Deputy.