

Agreement to convey, for certain,

A. C. Titus
Samuel Cooper
R. P. McDaniel
M. A. McDaniel
A. Benedict

To
Howard T. Feltton
by Edward H. Bailey

This Agreement made and entered into
the twenty fourth day of December A.D. One
thousand eight hundred and seventy seven
Between A. C. Titus Samuel Cooper, R. P.
McDaniel and his wife M. A. McDaniel and
A. Benedict by and through his attorney in
fact Samuel Cooper all of the County of Columbia
State of Nevada parties of the first part, and
Howard T. Feltton and Edward H. Bailey of

the City of New York State of New York the parties of the second
part Witnesses, That the said parties of the first part for and
in consideration of the sum of One (\$1) dollar to them in hand paid
by the said parties of the second part and in further consideration
of the payments of money contemplated to be made under this
agreement by the parties of the second part as hereinafter
stated do hereby severally, jointly and agree to and with the
said parties of the second part, to sell and convey unto the
said parties of the second part, the following, described Mining
property to wit. Beginning at corner No. 1. a spot marked
N. E. Corner Bald Cape from which the summit of Ruby Hill
No. 1 bears north sixteen (16) degrees eight (8) minutes west at the
distance of seven thousand eight hundred and nine and one

Leuchs feet 7809 in Flagstaff in the Town of Lureka bears north
 twenty eight (28) degrees eight (8) minutes east at the distance
 of fourteen thousand six hundred and eighty three and seven tenths
 14682^{7/10} feet and the center of Bald Eagle shaft No 1. bears
 South One (1) degree east at the distance of three hundred and
 fifty seven feet (357) Thence from said corner No 1. South one
 (1) degree forty five (45) minutes East eleven hundred and seventy
 eight (1178) feet to a corner No 2. a spot marked "Bald
 Eagle" Thence south eighty eight (88) degrees fifteen (15) minutes
 west one hundred and twenty five (125) feet to corner No 3 a
 spot marked "Bald Eagle" Thence north one (1) degree
 forty five (45) minutes west eleven hundred and seventy eight
 (1178) feet to corner No 4. a spot marked "Bald Eagle" Thence north
 eighty eight (88) degrees fifteen (15) minutes east one hundred and
 twenty five feet to the place of beginning and containing Three (3)
 acre and thirty seven hundredths (3^{37/100}) of an acre of land more or less
 the same being situated in the unincorporated District County of
 Lureka and State of Nevada for which a U. S. Patent has issued an
 approval by mineral certificate No 297 dated February 24th 1877
 and known as the Bald Eagle mine, Also grants and portions
 of those certain other lodes and beds situated lying and being
 in the said District and particularly described as follows to wit
 The South Eleven thousand and seventy eight (1178) feet of that certain
 lode adjoining on the east and lying parallel with the said
 Bald Eagle mine and generally known and recorded in the Records of
 said mining District as the "White Eagle" containing in all Fifteen
 thousand (15000) feet also the south eight hundred and thirty five (835)
 feet of that certain other lode bed adjoining on the east and lying
 parallel with the said "White Eagle" mine and generally known as
 and recorded upon the records of said mining District as the
 Eagle Nest mine for the sum of One hundred thousand (\$100,000) Dollars
 in United States Gold coin payable at the Term and County of
 Lureka in the State of Nevada in said Gold coin as follows
 to wit, Twenty thousand (\$20,000) Dollars on or before the 1st day
 of February A. D. 1878. Forty thousand (40,000) Dollars on or before the 1st
 day of April A. D. 1878 and the remaining Forty thousand (40,000) Dollars
 on or before the 1st day of June A. D. 1878. And it is hereby expressly
 understood and stipulated and declared to be the sense and intention
 of this agreement that time is of the essence of this contract and that
 in the event of a failure of the said parties of the second part to make
 the payments or either of them as herein before stipulated the said
 parties of the first part shall be and they and each of them are
 hereby released from all obligations in law or equity to convey
 said property and the said parties of the second part shall forfeit
 to the said parties of the first part any and all money paid under this
 agreement prior to such failures on the part of the parties of the
 second part if any such there be and all rights claims demands
 and title thereto, And it is hereby further understood and
 declared to be the sense of this contract that the parties of the
 first part are to keep and maintain the possession of the said
 property until the same shall have been fully paid for in accord-
 ance with the terms and expressed stipulations of this contract
 It is hereby agreed however on the part of the parties of the

first part that the said parties of the second part shall have the privilege of entering upon said property and working and developing the same at their own expense, charge and expense at any time after the payment of the said first Twenty thousand (20,000) Dollars as herein stipulated and before any forfeiture or failure on the part of the parties of the second part shall have accrued under this contract as herein stipulated but the parties of the second part shall not have any right to remove any or from said property or any little there until all the payments shall have been made under this contract and in accordance with the terms thereof. It is always that the said parties of the second part shall work and develop said property if at all in a good and workmanlike manner. And the parties of the first part in receiving such payments at the mine and in the manner above mentioned hereby agree to execute and deliver to the said parties of the second part or to their assigns a good and sufficient deed for the conveying and assuring to the said parties of the second part the title to the above described property and premises, In Witness Whereof the parties hereto have set their hands and seal the day and year first above written. No Duplicate

A. S. Titus (Seal)
 Saml Cooper (Seal)
 M. A. McDermis (Seal)
 A. Benedict (Seal)
 By his Attorney in fact Saml Cooper (Seal)
 A. Benedict (Seal)

State of Nevada)
 County of Esmeralda)
 ss.

On this Fourth day of December A.D. One thousand eight hundred and seventy seven personally appeared before me R. L. Chas. Record in and for the said County Samuel Cooper 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 A. Benedict named in the annexed instrument as a party thereto and being advised as the party executing the same by his said Attorney and the said Samuel Cooper acknowledged to me that he executed the same freely and voluntarily as and for the act and deed of the said A. Benedict 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.
 R. L. Chas. Record

State of Nevada)
 County of Esmeralda)
 ss.

On this Fourth day of December A.D. One thousand eight hundred and seventy seven before me R. L. Chas. Record and ex officio Auditor in and for said County of Nevada personally appeared the within named A. S. Titus Samuel Cooper and A. Benedict whose names are subscribed to the annexed instrument as parties thereto personally

known to me to be the individuals described in and who executed the said annexed instrument and who each and severally 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 on said County the day and year in this certificate first above written.

R. L. Chace Recorder

State of Nevada
County of Clark 2^o.

On this Twenty fourth day of December 1892. One thousand eight hundred and seventy seven personally appeared before me R. L. Chace County Recorder, R. P. McDaniel and Mr. A. McDaniel his wife, 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 who each of them acknowledged to me that day, each of them, respectively, executed the same freely and voluntarily and for the uses and purposes therein mentioned, and the said Mr. A. McDaniel wife of the said R. P. McDaniel having been by me first made acquainted with the contents of said instrument acknowledged to me on examination apart from and without the hearing of her husband that she executed the same freely and voluntarily, without fear or compulsion or undue influence of her husband and that she does not wish to retract the execution of the same.

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

R. L. Chace Recorder

Recorded at the Request of G. H. Baker December 24th 1892 at 20 min past 10 P. M. R. L. Chace Recorder by C. F. Sloan Deputy