

J. A. Bellefeuille <sup>3d</sup>  
 William L. Borthwick

No. 1919.

To Western Mines Development Co. This Agreement, made this 21st day of November, 1907, by and between J. A. Bellefeuille and William L. Borthwick, of Tenabo, Lander County, Nevada, parties of the first part, and Western Mines Development Company, a corporation, with its principal place of business at Chicago, Illinois, party of the second part, witnesseth. The parties of the first part, for and in consideration of the premises and the sum of One Dollar to them in hand paid, the receipt whereof is hereby acknowledged, hereby give and grant to the said party of the second part, its successors and assigns, the right and option to purchase the premises hereinafter described, for and until May 1st, 1909, expiring at three o'clock P.M. of said day, upon the following conditions, to-wit: Upon payment by second party, or its assigns, to said first parties of the sum of \$25,000.00, as follows, to-wit:

- \$1200.00 on or before December 1st, 1907.
- \$7800.00 on or before April 15, 1908.
- \$6000.00 on or before October 1st, 1908.
- \$10000.00 on or before May 1st, 1909.

Said payments to be made to the First National Bank, of Elko, Nevada, to the credit of first parties. It is expressly understood and agreed between the parties hereto that from and after the date of this option, and during the term hereof, the party of the second part, or its assigns, shall have possession of said premises, which are hereby leased to said second party, and its assigns, by the parties of the first part, and the party of the second part may work and operate said premises, mining therein in a good and miner-like manner, and may ship all ores which they extract therefrom, paying, however, to the credit of said first parties at the First National Bank, of Elko, Nevada, a royalty of fifteen per cent of the net value of all ores extracted and shipped, which payments of royalty shall apply on the next ensuing payment of purchase price hereinbefore set forth. By "net value" is meant the proceeds from said ore after charges for transportation of said ore from mine to smelter or sampler, and sampling and assaying charges have first been deducted. As part of this transaction the parties of the first part agree to place in escrow with the First National Bank of Elko, Nevada, as escrow holder, a good and sufficient deed conveying the premises hereinafter described, with instructions to said escrow holder to deliver the same to said party of the second part, or its assigns, upon performance of all the conditions of this contract. Time is hereby made of the essence of this contract, and if the party of the second part, or its assigns, fail

to perform each and every covenant of this agreement at the time herein named, then this option shall cease and be of no effect, and the party of the second part shall forfeit all payments made hereunder, as rental for the premises herein optioned. The premises covered by this option, and for which the right to purchase by the second party, or its assigns is given, are described as follows, to-wit: The following described mining claims situated in Cortez Mining District, Eureka County, State of Nevada: - "Silver Knight" lode mining claim, the location notice of which is recorded in Liber "A" of Outside Mines, records of Eureka County, Nevada, at page 354. "Pocatello" mining claim, location notice being of record in Liber "B" of Outside Mines, page 61, records of said County. "Iron Queen" mining claim, location notice being of record in Liber "B" of Outside Mines, page 359, records of said county; and "Hidden Treasure" mining claim, location notice thereof being of record in Liber "C" of Outside Mines, page 467 records of said county, and amended location notice being of record in Liber "C" of Outside Mines, page 456 records of said Eureka County, Nevada. Also the "Napoleon", "Copper King", "Black Duke", "Lizzie", "Ruth", "Goodhue", "Benjamin", "Lead Prince", "Summit Spring", "Susan", and "Frank D." lode mining claims; also Summit Spring water location and all water rights on Summit Spring lode. Said claims being situated on the Southernly side of Mill Canyon and about 2 1/2 miles South Easterly from mouth of said Mill Canyon. For a more particular description of said claims reference is made to the location notices thereof, recorded with the County Recorder of Eureka County, Nevada, and with the Recorder of Cortez Mining District. It is understood and agreed between the parties hereto that of the property herein optioned the parties of the first part have title only by contract to the "Silver Knight", "Pocatello", "Iron Queen" and "Hidden Treasure" claims, above referred to. That before securing absolute title to said premises the parties of the first part hereto are required by their contract with the owners thereof, to-wit, Benjamin F. Goodhue, Maggie Johnson, and William Rutledge, to pay to said Goodhue, Johnson and Rutledge, at the First National Bank, of Elko, Nevada, the sum of \$6,000.00, in manner following, to-wit: \$600.00 on or before December 1, 1907 and \$5,400.00 on or before June 1, 1908, and for the purpose of perfecting the title of the said parties of the first part to said premises so held by them under contract, it is understood and agreed that out of the first two payments, to be made December 1, 1907, and April 15, 1908, by the party of the second part under this contract, aggregating \$9,000.00, the party of the second part shall have the right to deduct and apply \$6,000.00 thereof in payment of the purchase price of the claims so

held by said first parties under contract, and pay out of the first payment of \$1200.00, due December 1, 1907, the sum of \$600.00 to the account of said Goodhue, Johnson, and Rutledge, and out of the second payment of \$7800.00 due April 15, 1908, to apply \$400.00 to the payment of the second and last installment due to the said Goodhue, Johnson and Rutledge as the purchase price of said property, and said payment when made by said second party shall be deemed and considered as made in performance pro tanto of the conditions of this option, and upon making said payments the party of the second part shall have the right to demand and receive the deed placed in escrow by said Goodhue, Johnson and Rutledge, conveying said premises to said parties of the first part, and as agents of said first parties, to record the said deed. In witness whereof the parties have hereunto set their hands the day and year first above written.

In presence of:  
 V. P. Strange.

J. A. Bellefleur  
 William L. Borthwick  
 Western Mines Development Co.  
 by V. P. Strange.

State of Nevada }  
 County of Lander } ss. On this 21st day of November, 1907, personally appeared before me J. A. Bellefleur and William L. Borthwick, signers of the above and foregoing instrument, who acknowledged to me that they executed the same. (Seal)

my commission Expires May 30-1910.

John L. Trout  
 Notary Public.

Recorded at the request of Wm. Strange, Dec. 4<sup>th</sup> a. d. 1907 at 30 mins. past 6 P. M.  
 Wm. Sprague Recorder