

Anna E. Erickson,
J. E. Erickson ^{2d}
E. J. Erickson

No. 1922.
Contract and Agreement.

To
Vivian P. Strange

This Agreement, made this 26th day of November, 1907, by and between Anna E. Erickson, J. E. Erickson, and E. J. Erickson of Nye County, Nevada, the parties of the first part, and, Vivian P. Strange of Salt Lake City, Utah, the party of the second part, witnesseth - That the parties of the first part for and in consideration of the sum of \$800.⁰⁰ to them in hand paid, the receipt whereof is hereby acknowledged, hereby give and grant, unto the party of the second part, his heirs and assigns, the right and option to purchase the premises hereinafter described, until the 1st day of October, 1908, for the full purchase price of \$8,000.⁰⁰ said option herein granted to be on the following

terms and conditions, to-wit: The party of the second part or his assigns, shall pay to the parties of the first part, at the Nevada First National Bank, in Tonopah, Nevada, the additional sum of \$3200.00 on or before the 15th day of April, 1908. The party of the second part shall pay to the parties of the first part, at the Nevada First National Bank, at Tonopah, Nevada, on or before the first day of October, 1908 the sum of \$4,000.00, which together with the sum this day paid shall constitute the balance of said purchase price. And, as part of this option, the parties of the first part hereby lease to the party of the second part, or his assigns, the premises hereinafter described, for and during the term of this option, and agree that the party of the second part, or his assigns, may mine and work said premises in a minerlike manner and remove and work ores therefrom, depositing the net proceeds of all ores extracted by him, or his assigns, from said premises, in the Nevada First National Bank, in Tonopah, Nevada, after deducting the cost of transportation from mine to smelter or sampler, and all costs of sampling or assaying, and all smelting and milling charges. The net proceeds so deposited, to be paid by said Bank to the party of the second part hereto, or his assigns, upon full payment of the purchase price herein named, in the manner and at the times herein set forth, and in default of said payments or any part thereof, the said net proceeds to be paid by said Bank to the parties of the first part hereto or their assigns or at the option of the party of the second part, to be paid on the purchase price at any time. In consideration of the foregoing option and lease, the said party of the second part and his assigns, hereby covenant and agree with the said parties of the first part, to protect the title of the property hereinafter described, from the owners of the Hidden Treasure mining claim and the owners of the Susan mining claim, if either of said last named parties apply for patent, or in any manner conflict with the mining claim hereinafter described. The said party of the second part hereby agrees to do all things lawful and necessary to adverse said parties, or either of them, in their said application for patent, and to pay all of the expenses so incurred as long as this option shall exist. The said party of the second part and his assigns further agree during the life of this option to protect said mining claim from trespass of any kind or character whatsoever, by the Hidden Treasure mine, its owners or lessees, so long as the said party of the second part or his assigns shall have or hold any option or lease upon the Hidden Treasure mine, and the said Party of the Second part, or his assigns, hereby agree to give the said parties of the first part due notice, should

said party of the second part at any time during the life of this option, cease to hold an option or lease upon the said Hidden Treasure Mine, and after such notice, the said party of the second part shall be relieved from all responsibility for any such trespass. The said party of the second part and his assigns, hereby agree during the life of this option and lease, to keep posted in a conspicuous place, near all places where they may be employing or working men, a notice to the effect that the parties of the first part and the property hereinafter described, will not be responsible for the wage of any mechanics, miners or material men working upon said property, or furnishing supplies or materials therefor. The said party of the second part further agrees, that if default be made in any of the payments herein specified, then the said parties of the first part shall take possession of all buildings, mining tools and improvements, except hoisting machinery, air compresses, boilers, and other motive power. The last named property the party of the second part shall have the right to remove from said premises within a reasonable time, and the said party of the second part, and his assigns, in the event of said default agrees to forfeit to the said parties of the first part all sums of money heretofore paid, and the net proceeds of all ores that may be upon said premises, at the mills or smelters, or in transit. In Consideration whereof the parties of the first part hereby deposit in Escrow herewith, a good and sufficient deed of conveyance to the said party of the second part, and to his assigns, all of their right title and interest, in law and in Equity, at present or in expectancy of, in and to, that certain mining claim situated in Cortez Mining District, Eureka County, Nevada, known as and called the "Emma E" Mining Claim. The said mining claim being the property hereby optioned and leased. In witness whereof the said parties have hereunto set their hands and seals the day and year first above written.

Anna E. Erickson L.S.

J. E. Erickson L.S.

E. J. Erickson L.S.

Vivian P. Strange L.S.

State of Nevada }
 County of Nye } ss.

On this 26th day of November A. D. 1907 personally appeared before me, a Notary Public, in and for the County of Nye, J. E. Erickson, E. J. Erickson, Vivian P. Strange, and Anna E. Erickson wife of J. E. Erickson, known to me to be the persons described in, and who executed the

foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned. And the said Anna E. Erickson, described in said instrument as a married woman, was by me made acquainted with the contents of this instrument, and 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 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.

(Seal)

Jas. F. Dennis,

Notary Public.

Recorded at the request of H. H. Atkinson, Dec. 6th A. D. 1907 at 20 mins. past 8 A. M.

Wm. Spinner Recorder.