

G. W. Lindsay, Joseph Lindsay
Sadie Lindsay, L. L. Lindsay
Charles Toyn Jr., Mrs. Pearl Toyn
and John C. Aiken
To

No. 1979.

Bond.

John J. Hennessy.

Know All Men By These Presents: That we, G. W. Lindsay, Joseph Lindsay, Sadie Lindsay, L. L. Lindsay, Charles Toyn Jr., Mrs. Pearl Toyn and John C. Aiken, parties of the first part, are hereby firmly bound unto John J. Hennessy, of the County of Washoe, State of Nevada, party of the second part, in the sum of Sixty-five Thousand Dollars (\$65,000), good and lawful money of the United States, to be paid by the said party of the second part, his executors, administrators or assigns, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators firmly by these presents. Sealed with our seals and dated this 10th day of October 1907.

The condition of the above obligation are such that: Whereas, in consideration of the sum of One Hundred Dollars (\$100.) in hand paid the receipt of which is hereby acknowledged, the above bounden parties of the first part have agreed to sell to the said party of the second part the following described mining claims, situate in the Union Mining District County of Eureka and State of Nevada, to wit: The "Consolidated", "Bell", "Snowstorm", "Mohawk", "Quartzite", "Carbonate Hill", "Original", and "Silver Star" Together with all waters rights, and privileges connected with said mines, on condition that the said party of the second part, his heirs, executors,

administrators or assigns shall on or before the tenth day of October A. D. 1908, pay to the parties of the first part the further sum of Six Thousand Five Hundred Dollars (\$6,500.) or shall deposit the said sum of Six Thousand Five Hundred (\$6,500.) in some solvent bank in the City of Reno, and State of Nevada, to the joint credit of said parties of the first part, and shall on or before the tenth day of April, A. D. 1909, pay to the said parties of the first part the further sum of Fifty eight Thousand Five Hundred Dollars, (\$58,500.), or shall deposit the said sum of Fifty eight Thousand Five Hundred Dollars in Washoe County bank in the City of Reno, and State of Nevada, to the joint credit of said parties of the first part. It is further expressly understood and agreed by first parties that at any time the said sum of Six Thousand Five Hundred Dollars (\$6,500.) shall be paid as above stated on or before the tenth day of October, 1908, then and in that event party of second part, his heirs, executors, administrators or assigns shall have the right and privilege to enter into the exclusive possession and control of the whole of above described property and to work and mine on any part thereof, and to ship and sell ore therefrom, provided always that fifty per cent (50%) of the net proceeds of all ore shipped and sold shall be deposited in bank as aforesaid to apply as part of the said further payment of said sum of Fifty eight Thousand Five Hundred Dollars (\$58,500.) The term net proceeds as used herein means the amount received from the mill or smelter for ore shipped after deducting the cost of hauling, ~~mining and management incidental~~ Provided, However That all ores taken out by the parties of the first part up to the time of said first payment of (\$6,500⁰⁰) shall belong to said parties of the first part. Now Therefore, the condition of this obligation is such that if the said party of the second part shall make said further payments, in manner aforesaid, then the said parties of the first part shall, on completion of said payment, make, execute and deliver, or cause to be made, executed and delivered a good and sufficient mining deed to the said party of the second part or to such person or persons as he may direct. Then this obligation shall be void; otherwise to remain in full force. And it is expressly agreed by and between said parties that time

is the essence of this contract and that in the event of the non-payment of the said sums or either of them in manner aforesaid, promptly at the time herein limited, that the said parties of the first part are absolutely discharged in law and in equity from any and all liability to make and execute any such deed. And it is further agreed that in the event of default in the payment of said purchase money as herein before provided, the party of the second part shall forfeit all payments made and such payments together with all sums in bank deposited as above provided for shall be retained by the said parties of the first part in full satisfaction and liquidation of all damages sustained.

As Attorney in fact G. W. Lindsay (seal)
 for - - - - - Joseph Lindsay (seal)
 - - - - - Mrs. Sadie Lindsay (seal)
 - - - - - L. L. Lindsay (seal)
 - - - - - G. W. Lindsay (seal)
 - - - - - John C. Aiken (seal)
 - - - - - Mrs. Pearl Toyn (seal)
 - - - - - Chas. Toyn Jr. (seal)

State of Nevada } ss.
 County of Elko

On this 19th day of October 1907 personally appeared before me, Charles Toyn Sr., a Justice of the Peace in and for said Elko county, Charles Toyn Jr. and Mrs. Pearl Toyn his wife whose names are subscribed to the foregoing instrument as parties thereto, personally known to me to be the persons described in and who executed the foregoing instrument, and who acknowledged to me that they executed the same freely and voluntarily, and for the uses and purposes therein mentioned. And the said Mrs. Pearl Toyn, wife of the said Charles Toyn, Jr., 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 and for the uses and purposes therein mentioned, 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 official seal the day and year last above written.

Charles Toyn, Sr.
 Justice of the Peace
 in and for Huntington Township County of Elko, Nevada,
 State of Nevada } ss.

County of Elko } ss. I, Charles Toyn, Sr. a Justice of
 the Peace in and for the said County, in the State

aforsaid, do hereby certify that G.W. Lindsay, (who is personally known to me to be the person whose name is subscribed to the foregoing bond, individually and as attorney-in-fact for Joseph Lindsay and Sadie Lindsay) - Also A.L. Lindsay, Charles Toyn, Jr., Mrs. Pearl Toyn and John C. Aiken, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act for the uses and purposes therein set forth. And said G.W. Lindsay then and there further acknowledged that he signed said instrument of his own free will and accord as attorney-in-fact for and as the free and voluntary act of Joseph Lindsay and Sadie Lindsay for the uses and purposes therein set forth. Given under my hand and notarial seal this 16 day of October A.D. 1907. My Term expires January 1st. 1908.

Charles Toyn, Jr.

Justice of the Peace

In Consideration of the sum of One Dollar (\$1.00) receipt of which is hereby acknowledged, I hereby assign and transfer one-eighth undivided interest and ownership in that certain lease of the Bell mine, and that certain Bond and Option on the following described claims, to-wit: - Bell Claim; Consolidated claim; Snowstorm claim; Mohawk claim; Quartzite claim; Carbonate Hill claim; Original claim; and Silver Star claim. All located, lying and being in the County of Eureka, State of Nevada, the same having been secured by J. J. Hennessy, and signed, and executed by Sadie Lindsay, Joseph Lindsay, A.L. Lindsay, G.W. Lindsay, John C. Aiken, Mrs. Pearl Toyn, Chas. Toyn, Jr., and dated October 10th 1907 to the following named persons, to-wit: -

Chas. J. Young

R. S. Giles

Sol Camp

Benj. Lloyd

Jno. F. Murray

Benj. Lloyd, Trustee

Jas. Lafrantz

To each of them, their heirs, executors or assigns.
In witness whereof, I hereunto set my hand and seal this 28th day of October, in the year of our Lord One Thousand Nine Hundred and Seven.

Witness:

J. R. Meskimons

J. J. Hennessy.

Recorded at the request of Benj. Lloyd Jan. 9th
A.D. 1908 at 40 mins. past 3 P.M.

W. S. Jones Recorder