

C. S. Greenwood  
& Geraty and Daniel Morrison

To  
W. C. Pannally

Lease -

No. 2296.

This Indenture, made the

7th (seventh) day of October one thousand nine hundred and eight, Between C. S. Greenwood, E. Geraty and Daniel Morrison, all of Eureka County, Nevada Lessors and W. C. Rannalls of Esmeraldo County, Nevada Lessee - Witnesseth: That the Lessors, in consideration of the rents, royalties, covenants and agreements hereinafter reserved, let unto the Lessee, the following described mine and mining property, situated in Eureka Mining District, County of Eureka, State of Nevada, to wit; the 'Wind Fall', the '2 G', the 'Jim Crow', the 'Southern Cross', the 'May' and the 'Elmer' Lode Mining claims, standing of record at pages 175, 431, 263, 443 and 245 of Book 'H' and at page 360 of Book 'B', each respectively of the public records of Eureka County, Nevada and as more particularly described in that certain deed bearing the date here wherein the Lessors herein are the Grantors and the Lessee herein is the Grantee. This Lease is made in pursuance of the terms of that certain agreement between the Lessors herein and W. C. Rannalls bearing date the 8th day of Sept. A. D. 1908, and for the purpose of fully carrying out the expressed terms of said agreement. This lease is granted with all the appurtenances to the herein above described property. To Have And To Hold, unto the said W. C. Rannalls, his assigns, transferees and grantees from the date hereof for the term during and until the 8th day of Sept. A. D. 1909, and the said Lessee shall be placed in possession of all said premises on the date hereof. The said Lessee hereby agrees to work the said premises at his own cost and expense, and that he will keep the said properties free, and clear, of and from any liens or incumbrances whatever and will work the same in a good mining and workman like manner and will pay to the credit of the Lessors herein, at the Eureka County Bank in Eureka Nevada fifty (50) per cent of the net proceeds of all ores extracted and reduced as shown by the certificate of the Smelter at which said ore may be reduced, and will furnish to the said Bank copies of all such smelter certificates. It is further agreed, by all parties hereto, that all payments, made to said Bank as herein above provided, shall be credited upon the purchase price of said property, according to the terms of said agreement dated Sept. 8th. A. D. 1908, which said purchase

price is in the aggregate Two hundred thousand dollars, less the sum of Twenty-five thousand dollars heretofore paid and hereinafter receipted for leaving a net balance of One hundred and seventy-five thousand dollars yet to be paid, and upon which said last mentioned sum the said net proceeds are hereafter to be credited. And it is hereby further agreed that upon the failure of said Rannells, his transferees or grantees to pay said sum of One hundred and seventy-five thousand dollars, within the time hereinabove limited, then this lease shall become void and of no effect. And it is further agreed that the said Rannells may pay the whole of said sum at any time. The payment of the sum of twenty five thousand dollars as required by the terms of said agreement dated Sept. 8th. 1908 is hereby acknowledged to have been made on the date hereof. It is hereby further agreed, by the Lessors herein, that upon payment of the said sum of One hundred and seventy-five thousand dollars as hereinabove provided, that certain deed bearing date Oct 7th. 1908 shall be delivered to the said Rannells, his transferees or grantees and that until the same is due to be delivered to said Rannells it shall remain in escrow in the Eureka County Bank where the same is on this date deposited with instructions as above to said Bank. It is further agreed by said Rannells, that he or his transferees or grantees will erect in a good and workmanlike manner a good and substantial hoisting-plant upon the said property, and that he will forfeit the same together with all other improvements placed upon said property and all moneys theretofore paid to the Lessors herein in case of a failure to comply with the terms of this lease, and the said Rannells further agrees that he will pay the balance of said purchase price, to-wit the sum of One hundred and seventy-five thousand dollars on or before the 8th day of Sept. A. D. 1909. Time is of the essence of this lease. In witness whereof, the said parties have hereunto subscribed their names the day and year first herein above written. Two erasures and three interlineations before signing

C. S. Greenwood (Seal)

E. Geraty (Seal)

Daniel Morrison (Seal)

Lessors.

W. C. Rannells (Seal)

By J. J. Jones Attorney-in-fact. Lessor

State of Nevada }  
 Eureka County }<sup>no.</sup> On this 7<sup>th</sup> day of Oct. A. D. 1908,  
 before me, H. F. Golding, a Notary Public within and  
 for said county and state personally appeared C. S.  
 Greenwood, E. Geraty and Daniel Morrison all of whom  
 are personally known to me to be the persons whose  
 names are subscribed to the foregoing lease and each  
 for himself acknowledged to me that he executed the  
 said instrument freely and voluntarily for the uses  
 and purposes therein mentioned. Witness my hand and  
 notarial seal the day and year first herein above  
 written. My commission expires December 5<sup>th</sup> 1910.



H. F. Golding,

Notary Public

within and for said Eureka County, Nevada.

Recorded at the request of Robt. L. Hubbard Oct. 8<sup>th</sup> A. D.  
 1908 at 37 mins. past P. M.

Wm. Springer Recorder

C. F. Wittenberg "