

Lease - Mining.

No. 2358.

L. S. Greenwood,
Eugene Geraty

and

Daniel Morrison

To

P. H. Locke and

Samuel M. Chord.

This Indenture, made the first
day of May one thousand nine
hundred and eight Between

L. S. Greenwood, Eugene Geraty

and Daniel Morrison Lessors

and P. H. Locke and Samuel

M. Chord Lessees Witnesseth: That the Lessors, in consideration of the rents, royalties, covenants and agreements hereinafter reserved, lets unto the Lessees, the following described mine and mining property, situated in Eureka Mining District, County of Eureka, State of Nevada, to-wit: bounded on the south by a line, extending in an easterly and westerly direction through the Elmer, Windfall and two G. claims 750 feet from the south end line and the whole of the May claim in a extending in a northerly direction from the Windfall claim. Together with the appurtenances. To have and to hold, unto the same P. H. Locke and Samuel M. Chord from the date hereof, expiring on the thirtieth day of April A. D. 1910. And the Lessees covenants with the Lessors as follows, to-wit: To enter upon said mine or premises and work the same in manner necessary to good and economical mining, so as to take out the greatest amount of ore possible, with due regard to the safety, development and preservation of the said premises as a workable mine, and to pay said Lessors as rent and royalties for said mines and properties as follows: for all ore extracted having an assay value under $\frac{1}{2}$ ounce in gold 10%; for ore having an assay value from $\frac{1}{2}$ to 1 ounce of gold 15%; for all ore having an assay value of over 1 ounce in gold 20% of the net proceeds of the returns from the smelters upon all ore extracted and shipped to them. Lessees to give to Lessors copies of haulers receipts for ore received at mine and hauled to railroad. All royalties to be paid not later than 10 days from receipt of returns from smelters or mint. To work and mine said premises as aforesaid severally and continuously from ninety days from the date of this Lease; and that any failure to work said premises with at least one person employed upon the ground for the space of ten consecutive days may be by the Lessors be considered a violation of this covenant, the above is subject to unavoidable accidents, strikes, fires. To sufficiently timber said mine and to repair all

old timbering wherever necessary. To allow the Lessors and their agents to enter into all parts of said mine to inspect it. To not assign this Lease, or any interest thereunder, and not to sublet said premises or any part thereof, without the written assent of the Lessors, and to not allow any other person to take possession of said premises or any part thereof under any pretense whatever. To occupy and hold all cross or parallel lodes, dips, spurs, feeders, crevices, or mineral deposits of any kind which may be discovered in working under this Lease or in any tunnel run to intersect said ore bodies and lode, or by the Lessees or any person or persons under this lease in any manner at any point within nine hundred (900) feet of the center line of said lode, as the property of said Lessors, with privilege to the Lessees of working the same, as an appurtenance of said premises, during the term of this Lease, and to not locate or record the same, or allow the same to be located or recorded, except in the name of the Lessors. To keep at all times the drifts, shafts, tunnels, and other passages and workings of said premises thoroughly drained and clear of loose rock and rubbish of all kinds. To deliver up to the Lessors the premises in good order and condition, with all shafts and tunnels and other passages thoroughly clear of rubbish and drained, and the mine in all points ready for immediate continued working (accidents not arising from negligence alone excusing) without demand or further notice, on said thirtieth day of April A.D. 1910, at noon or at any time previous, upon demand for forfeiture. And finally, upon the violation by the Lessees or any other person under this lease, of any covenant reserved the term of this Lease shall, at the option of the Lessors, expire and the Lease and premises with the appurtenances shall become forfeit to the Lessors and the Lessors or their agent may thereupon, after demand of possession may enter upon said premises and dispossess all persons occupying the same, with or without force, and with or without process of law or at the option of the Lessors, or in any other manner. In Witness Whereof, the said parties have hereunto set their hands the day and year first above written.

Agreed and Delivered in the Presence of

J. Clow

C. S. Greenwood
E. Geraty per C. S. Greenwood
Daniel Morrison.

R. H. Locke

Samuel W. Chord.

Recorded at the request of R. H. Locke, Nov. 14th A.D.

1908 at 40 mins. part 1 P.M.

Wm Spinner Recorder