

3947.

Contract.

Lot No 49.
Block No. 1.

This Venture made this 6th day of Jan. 1910
at Buckhorn, Eureka County State of Nevada, between
Evert Swan, Surveyor & Joe Area, party of the first
part, and J. S. Sandlin, party of the second part.

Witnesseth: That the party of the first part for and in
consideration of the sum of One and ⁰⁰/₁₀₀ Dollars to him
in hand paid, receipt whereof is hereby acknowledged
in full payment (Surveying Tronsite Johnsons)
and for the further consideration of the agreement between
the parties hereto for themselves, their heirs, Successors,
assigns and legal representatives, that this lease is for surface
rights only, and that there is reserved from the premises
herein leased all ore and mineral rights on, in and under
the premises herein leased, with the right to mine, and
remove the same and to tunnel or drift under said
premises for mineral and all such other mining rights and
privileges as shall not interfere with the safe, quiet and
peaceable possession of the said party of the second part,
his heirs and assigns, to the surface of the premises herein
leased, for the ordinary use of said surface for tronsite
purposes: and said party of the second part, by accepting
this lease, for himself, his heirs, executor, administrators
and assigns, consents and agrees to the reservations and
conditions aforesaid; and also in further consideration that
the said party of the second part, his heirs or assigns
shall never present or prosecute any claims against the
party of the first part, his heirs, legal representatives or
Successors in interest, for damages done by any mining
under said premises that does not interfere with the
free and safe use for tronsite purposes of the surface
of the said premises:— has leased, let and demised, and
by these presents his lease let, and demise unto the
party of the second part his heirs and assigns, the surface
only of the following described premises situate in
the Buckhorn Mining District, Eureka County, State
of Nevada, particularly described as follows, to wit,
Lot No 49— Block No. 1. Tronsite of Buckhorn,
according to the plat thereof;

To have and to hold the same until patent for said
premises shall be issued by the United States to the
party of the first part his heirs, assigns or legal
representatives: subject to the following condition
That the party of the second part shall pay to the to the
party of the first part, his heirs assigns or legal
representatives, as rental for said premises, the sum of
One Dollar (\$1.00) on the first day of July each year
until deed shall pass as herein provided.

And the party of the first part further agrees that if the party of the second part shall pay to the party of the first part, his heirs, assigns, or legal representatives, the rental as aforesaid, and for the further consideration of One Dollar (\$1.00) to be paid by the party of the second part his heirs and assigns, to the party of the first part, his heirs, assigns, or legal representatives within six (6) months after the date of filing in the office of the County Recorder of Europa County aforesaid of patent from the United States for said premises, made to the party of the first part, his heirs, assigns or legal representatives, and time is of the essence hereof, then the party of the first part, his heirs assigns or legal representatives, shall thereupon, make, execute and deliver to the party of the second part, his heirs or assigns a good and sufficient deed to the surface of said premises as hereinbefore subscribed, reserving and excepting the Minerals and Mining rights in substance and form as hereinbefore reserved. It is mutually understood and agreed by and between the parties that should default be made in any of the payments as hereinbefore reserved, or in any of the covenants or conditions herein contained all rights of the party of the second part, his heirs and assigns to the possession of said premises and hereunder, shall thereupon cease, and the possession of said premises shall revert to the party of the first part his heirs, assigns and legal representatives, and all payments theretofore made hereunder shall be and remain the property of the party of the first part his heirs, assigns and legal representatives, as rental for said premises, and the party of the first part, his heirs, assigns and legal representatives, their and lack of their agents or attorneys may enter said premises and the possess all persons therefrom, using such force as may be necessary thereto. In Witness Whereof the parties hereto have hereunto set their hands and seals the Day and Year first above written.

Chas. Swan, Jym. Sawyer & McCreas (seal)
J. S. Sandlin (seal)

Buckhorn Nev. Jan 14, 1910

For and in consideration of the sum of nine hundred and fifty (\$950) dollars the receipt of which is hereby acknowledged, I the undersigned owner of the within lot no 49, Block 1, Town of Buckhorn, Europa Co Nevada hereby transfer assign and set over to, Patterson & Bertrand all my right title and interest in and to said lot together, with all buildings and improvements thereon. Witness my hand and seal this 14th Day of January a. d. 1910. J. S. Sandlin. Witness, W. H. McCreas
Recorded at the request of M. H. Bertrand.
at 9.10. a. m. Jan. 5-1911. Edgar Eatley
Recorder.