

No 5013.

Agreement,

This agreement made and entered into this ninth day of January A. D. 1911, by and between Herbert Davies a resident of Swansea, Wales, the party of the first part, and H. M. Cooper a resident of Chicago, Illinois, the party of the second part. Witnesseth: that whereas the party of the first part claims to be the owner of an undivided three hundred sixty-six and two thirds ($366\frac{2}{3}$) feet in the Colorado Mining Claim, Patented, situated on the western slope of Prospect Mountain Evuba Mining, District County of Evuba, State of Nevada; said Interest being based upon monies expended in behalf of the Griffith Jones. Interest in said Colorado mine, and whereas according to the records in the Court House at Evuba, Nevada the title to one half of the said three hundred sixty-six and two thirds ($366\frac{2}{3}$) feet, that is the title to one hundred eighty-three and one third ($183\frac{1}{3}$) feet rests in the estate of one Griffith Jones, deceased, and whereas the party of the second part is desirous of purchasing said Interest which is recorded in the books Evuba County, State of Nevada as belonging to the estate of Griffith Jones, deceased.

Now this agreement witnesseth: that for and in consideration of the sum of Ten Dollars in hand paid to the party of the first part by the party of the second part, the receipt whereof is hereby acknowledged, and for and in consideration of the further covenants on the part of the second party, to be kept and performed as enumerated below, the party of the first part hereby agrees as follows, to wit: to make to the party of the second part a good and sufficient deed to the above mentioned one hundred eighty-three and one third ($183\frac{1}{3}$) uncharged feet and deliver said deed to the second party upon the signing of this agreement. The party of the second agrees to pay to the party of the first part the sum of Eighteen Hundred and thirty-three and one third ($1833\frac{1}{3}$) Dollars, legal money of the United States of America, as soon as the title to the said one hundred eighty-three and one third ($183\frac{1}{3}$) feet is by the statute of limitation or otherwise made good to the said party of the second part.

It is further understood and agreed that if the payments are not made at the time and manner specified in agreement dated November 25, 1910 or in any extension to that agreement with H. M. Cooper the party of the second part on the Colorado property then this agreement and above mentioned deed becomes null and void.

This agreement is binding upon the heirs, executors and assigns of the parties hereto.

Herbert Davies
Coy. C. D. Droy. Atty. in fact
Party of the first part
H. M. Cooper,
Party of the second part.

State of Nevada }
County of Esmeralda } 55

On this 9th day of January in the year one thousand nine hundred and eleven before me, John Mac Fernan a Notary Public in and for said Esmeralda County, residing therein, duly Commissioned and sworn personally appeared C. D. Droy, Atty. in fact for Herbert Davies and H. M. Cooper, known to me to be the persons whose names are subscribed to the within instrument and they acknowledged to me to me that they executed the same freely, and voluntarily, and for the uses and purposes herein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the town and County of Esmeralda, the day and year in this certificate first above written.

John Mac Fernan
Notary Public
in and for said Esmeralda County, State of Nevada.

Recorded at the request of C. D. Droy
Dec. 18, 1911, at 3.20 P. M.

Edgar Eather,
Co. Recorder.

