

No 5078.

Contract,

No

Dot. No 25-

Block. No. 1.

This Indenture, made this 25th day of October 1909, at Buckhorn, Eureka County, State of Nevada, between Ebert, Swan, Dym, Sawyer and McCrea party of the first part, and Davis + Tader, party of the second part.

Witnesseth: That the party of the first part, for and in consideration of the sum of twenty five and $\frac{70}{100}$ Dollars to him in hand paid receipt whereof is hereby acknowledged and a further sum of Twenty five (25⁰⁰) Dollars due Jan. 1st 1910 and one hundred (100⁰⁰) Dollars due April 1st 1910. Making a total consideration of \$150⁰⁰ 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 townsite purposes and said party of the second part, by accepting this lease, for himself, his heirs, executors, 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 townsite purposes of the surface of the said premises:—

has leased, let and demised, and by these presents does 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,

particulars described as follows, to wit: Lot No 25 -
Block No 1. Front of Buckhorn, according
to the plat thereof:

To Have and To Hold, the same titled
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 conditions:

That the party of the second part shall pay 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 Eureka 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 hereto that should default be
made in any of the payments as hereinbefore recored,
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 thereto made
hereunder shall be remain the property of the
party of the first, 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 each of their agents,

or attorneys, may enter said premises and dispossess all persons therefrom, using such force as may be necessary thereto.

Con. Witness whereof the parties of parts have hereunto set their hands and seals the day and year first above written.

Edw. Swan, Esq. (Seal)
 Attorney and McCrea. (Seal)
 J. W. Esvert.
 Attorney in fact.

Witness.

W. J. McCrea.

Received from Davies and Tadar \$5.00 as second payment on lot 25 Blk. 1. Dec. 18. 1909.

W. J. McCrea. agent

Received of Davies & Tadar One Hundred Dollars in full payment on the within contract

Edw. Swan, Esq. Attorney
 & McCrea.

Mr. W. J. McCrea. agent.

Recorded at the request of J. H. Mallett. April 9. A. D. 1911
 at 10 minis past 4. P. M.

Edgar Eathur. Co Recorder.