

agreement.

This agreement made and entered into on this  
 the 20<sup>th</sup> day of May 1911, by and between the Phineas  
 Sadler, Estate and the H. J. Sadler, Estate and the Albert  
 Mann, Estate parties of the first part, and William  
 Sweet, of Eureka, Nevada, party of the second part.  
 Witnesseth: That whereas, the said party of  
 the second part is desirous of securing independently  
 certain mining claims on Adams Hill, and adjacent  
 thereto, in the Eureka Mining District, in the  
 County of Eureka and State of Nevada, to be under  
 one management, for the purpose of acquiring,  
 working and developing the same, of which the  
 premises hereinafter described is a portion: and,  
 whereas, the parties of the first part are desirous  
 of placing the premises hereinafter described, of  
 which they are the owner, so that the said  
 party of the second part may acquire, work and  
 develop the same upon the conditions hereinafter  
 set forth: Now, therefore in consideration of the  
 premises, and of the covenants and agreements herein  
 contained, the said parties of the first part hereby  
 give, grant, sell and confirm unto the said  
 party of the second part, the sole and exclusive  
 option to purchase the premises hereinafter described  
 upon the terms and conditions hereinafter set forth  
 for the delivery of the deed herein provided for, said  
 option to continue for such time as the party of  
 the second part shall conform to each and all  
 of the conditions herein set forth, and, further, hereby  
 agree to place forthwith in escrow with the Farmers  
 Banking Company, of Elko, Nevada, a quit-claim  
 deed duly acknowledged, conveying a good title, to the  
 above referred to and the following described Lode  
 Mining Claims, situated on, or adjacent to Adams  
 Hill, in the Eureka Mining District, in the County  
 of Eureka and State of Nevada, to wit:  
 The Macon City Lode Mining Claim, The Iron  
 Pine Lode Mining Claim, The Morning Star  
 Lode Mining Claim and, The Troger and Motino

To be mining claims, said deed to have as grantee, the said party of the second part, and to be delivered by the said Banking Company to the said party of the second part, provided he shall fully and completely comply with each and all of the following conditions, and not otherwise, provided, however, if a deed to said premises be now in escrow in said Banking Company, running to the said party of the second part, the same shall be delivered in accordance with the conditions thereof.

First:- The said party of the second part agrees to commence work on one or more of the claims on Adams Hill aforesaid to which deeds are to be placed in escrow in accordance with agreements similar thereto, the said work to begin within twenty days from the time the deeds to the above mentioned ground are placed in escrow with the said Banking Company, and to prosecute the said work with all due diligence and in a good workmanlike and mine like manner during all the time of the life of this agreement.

Second:- The said party of the second part agrees that he will not permit any lien to be placed on the said premises during the life of this agreement or thereafter for work or labor done thereon during the life of this agreement or for materials or supplies of any kind furnished for working or carrying on said mining operations, and further, agrees to have posted on said premises at all times during the life of this agreement a notice or notices regarding such liens in form to be dictated and furnished by the said parties of the first part or agent, and in such place or places on said premises as shall be designated by the said parties of the first part or agent, and also to permit the said parties of the first part or agent to visit or enter upon any part of the said premises at all times during the life of this agreement to see that such notice or notices are posted thereon, and also to post such notice or notices at any place or places on said premises the said parties of the first part may desire.

Third:- It is agreed that the purchase price of the said mine is to be Twelve Thousand Dollars and if said option be exercised the said party of the second part agrees to pay and deposit with the said Henderson Banking Company on or before the first day of December 1911 ten percent (10%) thereof to wit, Twelve Hundred Dollars, to the credit of the said parties of the first part.

and forty-five percent (45%) on the balance or the balance of said purchase price on ~~or~~ or before the first day of January 1912.

Fourth:— The said party of the second part agrees that whatever payment or payments and deposit or deposits each and all that he may make on this agreement shall belong absolutely to the said parties of the first part as soon as made and be regarded as consideration for the making of this agreement by the said parties of the first part, and this shall be so although the final payment or deposit may not be made.

Fifth:— The said parties of the first part shall at all times during the life of this agreement have the right to enter upon and work the said premises, take out ore and ores therefrom and run the same, but without interference with the operations of the party of the second part, this right shall continue until the last payment or deposit shall be made by the said party of the second part as above stated, and

Sixth:— It is further understood and agreed that each and all of the above mentioned agreements on the part of the party of the second part and especially the time and times mentioned therein are of the essence of this contract and agreement; and should the said party of the second part fail fully and completely to comply with said agreements each and all then this agreement and contract shall cease, be null and void and of no effect, and the money and moneys that he may have already paid or deposited at the time of such failure shall be the absolute property of the said parties of the first part, and the said Henderson Banking Company shall deliver the said deed so placed in escrow with it to the said parties of the first part on such failure.

It is hereby mutually agreed these presents shall bind and extend to the respective parties, their heirs and assigns.

Witness our hands and seals this 20<sup>th</sup> day of May 1911. at

Phineold Sadler, Estate. ©  
By Edgar Sadler, agt.

H. J. Sadler, Estate. By Edgar Sadler, agt.  
Abert, Man. Estate. By Edgar Sadler, agt.

Wm. Sweet,

Recorded at the request of J. J. McParlin July 13  
1911. at 1.30 P.M. Edgar Eather,  
Recorder