

No 6066.

agreement.

This agreement made and entered into on this fifteenth day of May 1911, by and between Catherine E. Swan, formerly of, Sepalo Hill, now of the state of Colorado, party of the first part, and William Smit, 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 party of the first part is desirous of placing the premises hereinafter described, of which she is 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 party 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 Henderson 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 claim, situated on or adjacent to Adams Hill, in the Eureka Mining District, in the County of Eureka and State of Nevada, to wit: an undivided two sixths of the Oriental and Belmont Lode Mining Claims Patented, 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 we 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 hereof.

The conditions above mentioned are as follows:

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 hereto, 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 workman like and miner 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 liens to be placed on the said premises 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 post and 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 party of the first part or agent, and in such place or places on said premises as shall be designated by the said party of the first part or agent, and also to permit the said party 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 that the said party of the first part may desire;

It is agreed that the purchase price of the said interests in said mine is to be Two Thousand Dollars and if said option shall 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 Per Cent (10%) thereof to wit, Two Hundred Dollars, to the credit of the said party of the first part; and forty five (45%) of the said purchase price to wit, Nine Hundred Dollars on or before the first day of December 1912, this being the balance

of said purchase price.

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 party of the first part as soon as made and be regarded as consideration for the making of this agreement by the said party of the first part, and this shall be so although the final payment or deposit may not be made.

Fifth:- The said party 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, to take out ore and ores therefrom and own 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 ~~first~~^{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 monies that he may have already paid or deposited at the time of such failure shall be the absolute property of the said party of the first part, and the said Henderson Banking Company shall deliver the said deed so placed in escrow with it to the said party of the first part on such failure. It is hereby mutually agreed that these presents shall bind and extend to the respective parties, their heirs and assigns.

Witness my hand and seal this 15th day of May 1911 at said Eureka.

Catherine E. Swan. (Seal)

Witness.

By her attorney in fact

Thomas J. McParlin.

C. D. Brown

Special Power of attorney.

Now all men by these presents that I
Mrs. Catherine E. Swan of Yukon, Ill have
this 16th day of February 1907 appointed C. D. Brown
of Eureka, Eureka County, State of Nevada my

true and lawful attorney in fact, to sell all of my right title and interest in what is known as the Oriental and Belmont mine, situated in Eureka Mining District, Eureka County Nevada.

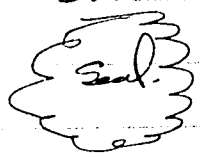
This Power of attorney is given with the understanding that my interests are not to be sold for less than two thousand (\$2000) dollars gold coin. It is further stipulated that my attorney in fact C. D. Brooy, has full power to sell, make, execute and deliver a good and lawful deed in my name to any person or persons upon the payment of the above named sum to wit: (\$2000) Two thousand dollars gold coin of the United States, said sum of two thousand to be deposited in the Eureka County Bank subject to order, by my attorney in fact C. D. Brooy.

Signed, Catherine E. Swan.

State of Illinois {
Sebast County { S.S

I, Julius E. Mattison a Notary Public in and for said County, in the state aforesaid, do hereby certify that, Catherine E. Swan personally known to me to be the same person, whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

Given under my hand and Notarial Seal this 16th day of February, A.D. 1907.



Julius E. Mattison
Notary Public.

Recorded at the request of H. J. McFarlin
July 13, 1911, at 1.30 P.M.

Edgar Catter, Recorder