

-no 9070.

-agreement-

This agreement made and entered into on this the fifteenth day of May 1911, by and between Mrs Mary Fulton of Eureka in the County of Eureka and State of Nevada party of the first part, and William Suet 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 upon ~~the terms and conditions herein set forth for the delivery of the deed herein set forth~~ ~~of the party of the first part~~, 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, gives, grants, sells and confirms 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 agrees 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, in the Eureka Mining District, in the County of Eureka and State of Nevada, to wit, the Boneman Lode Mining Claim and the Faine Lode Mining Claim both 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 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 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 or 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 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 carrying on said mining operations, and further, agrees to keep 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 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 party of the first part may desire;

Third:- It is agreed that the purchase price of the said mine is to four 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: Four hundred dollars to the credit of the said party of the first part, and forty five (45%) or ~~the~~ of the said purchase price to wit: eighteen hundred dollars on or before the first day of June 1912, and forty five (45%) or the balance of said purchase price on or before the first day of December 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 party of the first part as soon as made and be regarded as consideration for 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, take out ore and ore 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 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 money 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 Hutchinson 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.

Mrs. Mary Fulton. (Seal)

Witness.

Thomas J. McArthur.

Recorded at the request of T. J. McArthur
June 13, 1911 at 30 minis. past 1. a. m.
Edgar Eather.
County Recorder