

- No 6071

agreement.

This agreement made and entered into on this the fifteenth day of May 1911, by and between Erno A. Ball of Lowell Mass, John M. Woodward of Hartford Conn, Abbie D. Dethrop Coaticook Canada and Edith A. Ball of Fochet in the State of New Hampshire, 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 the 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 the owners, 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 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 claims, 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 sevenths in the Oriental and Belmont Lode Mining Claim Patented, and and undivided one half of the numbers Lode Mining Claim Patented, said deed to have as grantees, 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 with the said Banking Company, and to prosecute the said work with all due diligence and in a good workmanlike and miner like manner during 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 super 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 that the said parties of the first part may desire:

Third: - It is agreed that the purchase price of the said interests in mines is to be sixty-five hundred dollars, if said option be exercised and 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: Three hundred and fifty dollars to the credit of the said parties of the first part; and forty five percent (45%) of the said purchase price to wit: Fifteen hundred and twenty five dollars on or before the first day of June 1912; and forty five percent (45%) on or before the first day of December 1912, this being the balance of said

Purchase price ~~to said~~:

Fourth:- The said party of the second part agrees that mature 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 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 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 that these presents shall bind and extend to the respective parties, their heirs and assigns.

Witness our hands and seals this 15th day of May 1911 at Eureka.

Chas. O. Ball, by his atty in fact C. D. Bray

Helen M. Woodward, by her atty in fact C. D. Bray

Abbie D. Zothrop, by her atty in fact C. D. Bray

Edith A. Ball, by her atty in fact C. D. Bray

In witness whereof the said parties of the first part have made, constituted and appointed C. D. Bray of the County of Eureka State of Nevada, our true

Witness.

Honus J. McArthur.

and lawful attorney for use and in our name, place and stead, and for our use and benefit to sell or agree to sell and convey, or bond or give an option for a bond of all our right title and interest of in and to the Oriental and Belmont mine, said interest is two-sevenths of said mine, also a one half interest in the members mine, both situated on Adams Hill, Cowechee Mining District, Cowechee County, Nevada, for the sum of three thousand three hundred dollars (\$3,300.00), said sum to be paid on terms the said Brog may agree to.

Giving and Granting, unto our said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as we might or could do, if personally present hereby ratifying and confirming all that our said attorney C. J. Brog shall lawfully do or cause to be done by virtue of this presents.

In witness whereof we have hereunto set our hands and seals the ninth day of September One thousand nine hundred and ten.

Umas. O. Ball. (seal)

Eedith a. Ball. (seal)

Helen. M. Woodward. and (seal)

Archie. D. Zothorp. by Umas (seal)

O. Ball, duly authorized to sign

for each by power of attorney (seal)

Commonwealth of Massachusetts.

Middlesex. S.S.

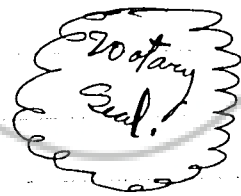
Then personally appeared before me the within named Umas. O. Ball and acknowledged the foregoing instrument signed by me in my presence to be his free act and deed for the purposes therein set forth.

In witness my hand and notarial seal at Lowell in said County of Middlesex this ninth day of September a. d. 1910.

Edward. M. Trull.

Notary Public.

Middlesex County
Massachusetts.



State of New Hampshire.

Strafford. S.S.

Then personally appeared before me the within named Edith a. Ball and acknowledged the foregoing instrument signed by her in my presence to be her free act and deed for the purposes therein set forth. In witness my hand and notarial seal at Rochester in said County of Strafford, this tenth day of September, a. d. 1910.

William M. Gunnison,
Notary Public.

Recorded at request of T. J. Mc Parlin July 13, a. d. 1911, at 11.50 P.M.
Edgar Cuthbert Recorder.