

Recorder

No 6079.

Agreement.

This agreement made and entered into  
on this the fifteenth day of May 1911 by  
and between P. Paroni of Eureka party 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 tracts, 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 he 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 a 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 one-half of the Democrat Lode Mining Claim patented, said deed to have as grantor, 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 on Adams Hill aforesaid to which deeds are to be placed in escrow in



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, 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 second part and especially the time and times mentioned therein are of the essence of this contract and agreement, and should the 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 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 15<sup>th</sup> day of May 1911 at said Eureka.

P. Paroni. (Seal)

Witness. T. J. Mc Parlin.

Recorded at the request of T. J. Mc Parlin July 13 a. d. 1911 at 1.30 P. M.

Edgar Eather. Recorder.