

Filed no. 9047.

Recorder

agreement.

This agreement made and entered into this 16th day of January 1912, by and between Thomas Dixon, of Eureka, State of Nevada, the party of the first part, and C. F. Whitmore, of Ely, Nevada, the party of the second part.

Witnesseth: That the said party of the first part for and in consideration of the sum of One (\$1.00) dollar, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, and of the promises, covenants and agreements hereinafter contained and to be kept and performed by the said party of the second part, does hereby promise, covenant and agree to sell and convey unto the said party of the second part by good and sufficient title and deed, and the said party of the second part agrees to buy all those certain mines, mining

claims and premises situated in Int. Hope Mining District, County of Eureka, State of Nevada, and particularly described, as follows:-

The Good Hope Mine containing 20.66 acres, the Good Hope Millsite containing 5 acres, and the said mines, mining claims and premises being patented and the United States Patents thereof recorded in the office of the United States Land Office, Carson City, Ormsby County Nevada, and reference is hereby made to said records for a fuller and more complete description thereof; together with all the metals, viz, gold and silver bearing quartz, rock and earth therein; and all the rights, privileges, franchises, tenements, hereditaments and appurtenances thereunto incident or belonging or herewith used or enjoyed for the sum of twenty five thousand (\$25,000) dollars, lawful money of the United States.

And for and in consideration of the premises, covenants and agreements upon the part of the said party of the first part herein contained said party of the second part promises covenants and agrees to pay or cause to be paid to the said party of the first part the said sum of twenty five thousand (\$25,000) dollars in lawful money of the United States in installments as follows:- Twenty five hundred (\$2,500) dollars or or before nine (9) months from the date of the completion of the repairs now being made upon the Eureka & Palisade Railroad, and the said repairs shall be deemed complete upon the day when said Railroad shall begin the operation of said Railroad between Eureka and Palisade, Nevada, and the carrying of passengers and freight upon said road: Five thousand (\$5,000) dollars or or before six (6) months from the date of said first payment. Five thousand (\$5,000) dollars or or before ten (10) months from the date of said first payment. Five thousand (\$5,000) dollars or or before fourteen (14) months from the date of said first payment. Seven thousand five hundred (\$7,500) dollars or or before eighteen (18) months from the date of said first payment, and being the last and final payment. Upon the completion of said payments the said party of the first part shall make, execute and deliver to the said party of the second part a good and sufficient quit claim deed

conveying all the right, title, claim and interest of the said party of the first part, of, in and to said premises, to the said party of the second part, provided however that in case the said party of the second part shall make default in any of the payments herein required to be made, then this agreement to purchase said premises shall terminate and the said party of the first part shall be released from all obligations in law or equity to convey said premises or any part thereof and the said party of the second part shall forfeit all right thereto and all payments made thereon including buildings, machinery and fixtures placed and made thereon and all improvements made as liquidated damages.

It is further understood and agreed that the said party of the second part shall have immediate possession of said premises, subject to forfeiture as above set forth, and shall be permitted to mine, extract and sell ore therefrom in such quantities as he shall deem best. Provided that twenty (20) per cent of the net value of all ore so extracted and sold shall be paid to the said party of the first part on account of the said purchase price of Twenty Five Thousand (\$25000.) dollars.

The net value of said ore shall be construed to mean the smelter returns of said ore less the assaying and sampling charges and the cost of transportation from mine to smelter. It is further agreed that an accounting of all ore or precious metals shall be made by the said party of the second part to the said party of the first part on or before the 10th day of each month following the sale of said ore or precious metals, and settlement at the time shall be made therefor.

The said party of the second part shall exhibit to the said party of the first part the original vouchers, certificates and returns made on such sales. All work upon said premises shall be done in a good and workmanlike manner, finishing the same when and where necessary, and the said party of the first part shall have the right at all times to enter into and upon all parts thereof for the purpose of inspection, either in person or by his agent, duly authorized in writing. It is further understood and

agreed that the said party of the second part shall, during each calendar month during the life of this agreement, do and perform, or cause to be done and performed, twenty (20) shifts work upon said premises.

It is further understood and agreed that the said party of the second part shall at all times hold the said party of the second part harmless from and against all claims for labor and material performed or furnished in the performance of said work, and shall, at all times, keep proper notices posted on the ground where said work is being performed for the protection of said party of the first part.

It is further understood and agreed that in case the payment of said royalty shall amount to the sum of twenty five thousand (\$25000.) dollars at any time prior to the date herein mentioned as the time for payment of said installments, in that case the said party of the second part shall at once be entitled and shall receive from the said party of the first part a good and sufficient deed as herein provided.

It is further understood and agreed that time is the essence of this agreement; that this agreement is an option to purchase only and that no liability shall attach or follow from the failure of the second party to make the payments as herein provided except forfeiture as herein set forth.

This agreement shall cease and be of no further force and effect immediately upon the failure of the second party to do and perform said work as herein provided or to make the payments of said installments of principal and royalties as above set forth and the party of the first part upon such failure or default shall be entitled to and shall receive possession of said premises upon demand.

In case that either party to the agreement shall be compelled to resort to legal proceedings to enforce the terms and conditions hereof, the prevailing party shall be entitled to recover a reasonable attorney's fee to be fixed by the court, which shall be taxed as costs in such action, suit or proceeding. This agreement shall extend to and bind the heirs, executors, administrators, successors, and

assigns of all the parties hereto:
 In witness whereof the said parties have
 hereunto set their hands, in duplicate, the day
 and year first above written.

Signed in Presence

Thomas Shipon

J. E. Westra

E. T. Whitmore

State of Nevada } ss.
 County of Esmeralda }

On this 16th day of January a. d.
 1912 personally appeared before me a Notary Public
 in and for said County and State, Thomas Shipon
 and E. T. Whitmore, known to me to be the same
 persons described in and who executed the
 foregoing instrument, who duly acknowledged
 to me that they executed the same freely
 and voluntarily and for the uses and purposes
 therein mentioned.

In witness whereof I have hereunto set
 my hand and affixed my Notarial Seal at my
 office in Esmeralda, Nevada, the day and year
 first above written.

My Commission expires June 12th 1915.



J. A. Brooy
 Notary Public.

Recorded at the request of E. T. Whitmore
 March 16, a. d. 1912 at 40 minutes past 2 P. M.

Edgar Cather, Recorder.