

agreement and option.

This agreement made and entered into on this 21st day of January, 1911, by and between M. R. Murphy and P. Paroni parties of the first part, and Harry Z. Footgus, of Spokane, Washington, party of the second part, intendeth:

That whereas, the said party of the second part is desirous of securing independent of each other 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 parties of the first part are desirous of placing the premises hereinafter described, of which they are 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 parties of the first part hereby give, grant, sell, and confirm unto the said party of the second part, the sole and exclusive right and option to purchase the premises hereinafter set forth for the delivery of the deed herein provided for, said right and 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, for delivery, a quit-claim deed duly acknowledged comprising a good title to the following described mining property, situated on, or adjacent to Adams Hill, in the Eureka Mining District in the County of Eureka and State of Nevada, to wit: The Traxton Lode Mining Claim, said deed to have as grantee, the said party

of the second part, and to be delivered up the said escrow holder to the said party of the second part, provided he shall fully and completely comply with each and all of the following conditions to wit:

First: The said party of the second part shall commence work on one or more of the claims or claims till aforesaid to which deeds are to be placed in escrow in accordance with agreements similar hereto, within thirty days from the time the deeds to the above mentioned ground are placed in escrow with the said Escrow holder and shall prosecute the said work with 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 shall 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 any mining operations, and further, shall 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 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 shall 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 at any place or places on said premises that the said parties of the first part may desire:

Third: Further, that in the event pay ore shall be discovered on any one or more of the group of claims, or on adjacent to said claims till secured by the party of the second part under this or a similar agreement, the said party of the second part shall develop the same diligently, and, unless prevented by unforeseen or insurmountable obstacles or casualties shall ship the same as developed for treatment, if the same be required: and, out of the net smelter or mill returns received from said ore so shipped shall pay forthwith, fairly

Twenty-five percent thereof as royalties to the person and persons whose claims situated on or adjacent to said Adams Hill have been secured by him under this or a similar agreement in proportion as the selling price of each claim bears to the selling price of all the said claims:

Fourth: Further, in the event that the said party of the second part shall exercise the right and option to purchase, herein provided for, the purchase price of the mining property hereinbefore described shall be, and he shall pay therefor, the sum of \$2500.00 and said sum shall be payable in full out of said royalties of twenty-five percent of said net smelter or mill returns, or, otherwise, at any time within three years from the date thereof:

Fifth: Further, that, in the event that any payment shall be made hereunder, said payment shall forthwith belong absolutely to the parties of the first part as soon as made, and such payment or payments shall be regarded as a part of the consideration thereof.

Sixth: And further that during each calendar year while this agreement is in full force and effect, and the terms and conditions herein named be complied with, any and all taxes shall be paid and the annual assessment work on the property herein described shall be performed and recorded by the party of the second part.

It is mutually agreed by and between the parties hereto, that the party of the second part shall have the right to enter upon, work and develop the aforescribed premises and every part thereof, and, in accordance with the terms and conditions thereof, mine, extract and ship any ore by him discovered thereon:

Further, that all books, papers, mill, or smelter returns, freight bills, and items of expense which refer to the royalties to be paid hereunder shall be open to the inspection of the parties of the first part upon demand therefor at the principal office of the party of the second part.

Further, that the said parties of the first part, at all times, during the life of this agreement or until payment be made for the property herein described, shall have the right, subject to the foregoing, to enter upon and work the said premises, take out ore and ore therefrom, and own so much thereof as may be

separated and taken out; but, shall do the same without interference with the operations of the party of the second part:

Further, that payment for said premises shall be made by royalties, or otherwise, at any time before the expiration of three years from the date hereof. Returned checks, endorsed paid shall be absolute proof for every holder of any payments hereunder required or made:

Further, that all of the agreements herein set forth, and especially the time and times mentioned herein are of the essence hereof, and should the party of the second part fail or neglect to comply with each and all of said agreements, then these presents shall forthwith become and be null and void and of no effect, and, all papers, deeds, and contracts relating to, and the possession of the premises hereinbefore described shall be forthwith returned to the parties of the first part, and, further, that these presents shall bind and extend to the respective parties hereto and their respective heirs and assigns.

Witness our hands and seals in duplicate.

M. P. Murphy. (Seal)

P. Paroni. (Seal)

Parties of the First Part,

Harry S. Rodgers. (Seal)

Party of the Second Part.

State of Nevada } ss.
County of Esmeralda

This certifies that on this 22 day of December A. D. 1911, personally appeared before me J. Mc Carack, County Clerk, and ex-officio Clerk of the Third Judicial District Court of the State of Nevada, within and for the said County of Esmeralda, State of Nevada, M. P. Murphy and P. Paroni, to me personally known to be the person described in and who executed the foregoing instrument, who then and there acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and official seal at my office in the said County of Esmeralda State of Nevada on the day first above written.

(Seal)

J. Mc Carack, County Clerk

and ex-officio Clerk of the District Court, Esmeralda County. Recorded at the request of J. C. Buchanan April 4, A. D. 1912. at 5 min past 3 P. M. Edgar Eather, Recorder