

Edgar Cather. Feoche
File 9948

Harvey E. Harris }
and. } agreement
D. J. Thatcher }

This agreement made and entered into this 3rd day of January, A. D. 1913, between Harvey E. Harris of Austin Nevada, party of the first part, and D. J. Thatcher of Buckhorn Nevada, party of the second part. Witnesseth: That whereas the party of the first part is the owner of an undivided seven-eighths ($7/8$) interest in the following described mining property situated in the Buckhorn mining district, in the County of Eureka, State of Nevada, and described as follows: The Gold Coin and Gold Coin

location lode mining claims, the location notices of which are duly recorded in the office of the County Recorder of Eureka County, Nevada to which reference is hereby made for a more full and complete description of the said mining claims.

and whereas, the said party of the second part is desirous of obtaining an option to purchase all of the above described mining property, and said party of the first part has granted the same upon the terms and conditions hereinafter set forth.

Now therefore in consideration of the premises, and the sum of One dollar (\$1.00) to the party by the other in hand paid, the receipt whereof is hereby acknowledged, and for further consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

The party of the first part hereby gives and grants upon the terms and conditions hereinafter set forth, unto the party of the second part an option to purchase the above described mining claims, at any time on or before the 1st. day of December, A. D. 1913, for the sum of Five Hundred (\$500.00) Dollars in Cash.

It is further Expressly understood and agreed, by and between the parties hereto, that upon the failure of the said party of the second part, to make this payment within the time limit herein on his part, it shall be considered a surrender and forfeiture of the option to purchase hereby given, and all monies thereto expended by him on the premises shall be retained by the party of the first part as liquidated damages and not as penalty. Time being the essence of this contract, and in case of such forfeiture, the said party of the second part shall not be liable in any amount to the said party of the first part, in damages either liquidated, penalty, or otherwise. Whereas, upon a full and complete compliance of all the terms covenants, conditions and agreements in this option to purchase contained by the said party of the second part, on or before the 1st. day of December A. D. 1913 the said party of the first part is to make and deliver to the Henderson Banking Company of Elko, Nevada, a good and sufficient Mining Deed of conveyance of said above seven-eighths (7/8) undivided interest in the above said described mining property, together with a good and sufficient abstract of the same, to be held by the said Henderson Banking Company in escrow during the term of this option to

purchase, and to be by it delivered to the party of the second part, upon the payment to it for account of the party of the first part of the sum of five hundred (\$500.00) dollars in cash, as hereinbefore provided.

Now therefore, the party of the first part does covenant and agree with the party of the second part, that upon the payment by party of the second part to the aforesaid Henderson Banking Company for the account of the said party of the first, on or before the 1st day of December 1913 of the sum of five hundred (\$500.00) dollars in cash, as hereinbefore set forth, said deed and abstract in escrow shall be delivered on demand to the said party of the second part, or upon his order. If said payment be not made, said deed and abstract shall be returned to the party of the first part, or upon his order, and this option shall be declared forfeited.

It is further, covenanted, contracted and agreed, by and between the parties, that the said party of the second part, shall be placed in full and peaceable possession of said above described mining property, during the full force of this option to purchase.

and the party of the second part for and in consideration of the premises aforesaid, has covenanted and agreed, and does covenant and agree with the party of the first part to pay or cause to be paid the sum and total cost of the required amount of improvement or labor that is required by law for the purpose of holding said described mining claims for the year 1912, ending December 31st 1912.

all the terms, conditions, and covenants of the above and foregoing option to purchase shall extend to and be binding upon the heirs, executors, administrators and assigns, agents and attorney of each of the parties hereto.

In witness whereof the parties hereto have their hands and seal the day and year first above written.

Jan. 13, 1913.

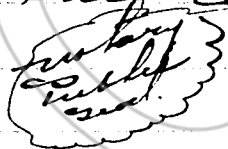
Harry E. Harris.
D. F. Thatcher

Edna M. Allen
State of Nevada }
County of Esmeralda }

On this 20th day of January, A.D. 1913 personally appeared before me, Chan Johns, a Notary Public in and for the County of Esmeralda

State of Nevada S. J. Thatcher known to me to be
 the person described in and who executed the
 annexed instrument, who acknowledged to me
 that he executed the same freely and voluntarily
 and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto
 set my hand officially and affixed my seal the
 day and year in this certificate first above written



Edgar Cather.

Notary Public.

My Commission expires Feb. 10, 1916.
 Recorded at the request of S. J. Thatcher Jan. 23
 a. d. 1913 at 20 mins. past 4 P. M.

Edgar Cather, Recorder
 Feb. 29 1913