

Title 10.116.

This agreement made and entered into this 11th day of November a. d. 1912 by and between W. L. Dowell, Mary Dowell (Formerly Mary Waring) and George S. Spulich, all of Carbon, Elko County, Nevada, Parties of the first part, and Messrs herein.

- and -

George Dodge, H. E. Willard all of Genoa Nevada Parties of the second part and Messrs herein:-

This agreement, made and entered into this Eleventh (11th) day of November a. d. 1912, Between Messrs, and Messrs, That whereas, The Parties of the first part, are the owners of the following described mining property, situated in the same district, in Elko County, State of Nevada, Silver-top Mining Lode, Claims numbers One (1) Two (2), Three (3), Four (4), Five (5), and Six (6) and whereas, The said parties of the second part is desirous of obtaining a lease and option to purchase all of the above described mining property, and the said parties of the first part, have granted the same upon the terms and conditions here and after set forth:-

now therefore-- In consideration of the promise and of the sum of one hundred and fifty (\$150.00) dollars, to the Messrs by the Messrs in hand paid, the receipt whereof is hereby acknowledged, and for the further consideration of the mutual covenants and agreements, hereinafter agrees as follows---

The parties of the first part hereby give and grant upon the terms and conditions here and after set forth, unto the party of the second part, an option, to purchase said above described lode mining claims, at any time or on or before the first day of July 1914, for the sum of thirty five thousand (\$35,000.00) to be deposited in the Henderson Bank, at Elko Nevada. It is further covenanted, contracted and agreed by and between the parties, that the said parties of the second part shall be placed in full and peaceable possession of said above described mining property, to mine, remove and sell ore therefrom during the full force and effect of this lease and option. The first part to enter upon said mining premises and to work the same in a proper and miner-like fashion, and to commence work on said premises on or before the first day of January 1913, with at least two (2) men, to work twenty eight (28)

pay each month, provided not prevented by labor strikes, scarcity of labor, or other extraordinary mining casualty.

The said party of the second part shall pay or cause to be paid, to the parties of the first part, their agents or attorneys, as rentals for said premises twenty (20) per cent of all ores mined, or extracted and shipped to the smelter, deducting the expense of freight and smelter charges, said royalties to be deposited to the order of the said parties of the first part, with the Henderson Banking Company at Elko, Nevada, and shall be applied on the purchase price of said mining property.

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

Signed, sealed and delivered, the date herein first above mentioned.

W. D. Douell (seal)  
Mary Douell (seal)  
Jose S. Spulick (seal)  
Geo. Dodge (seal)  
H. E. Willard (seal)

State of Nevada }  
County of Elko }

On the Eleventh day of Nov. a. d. 1912 personally appeared before me John W. Duett, a Notary Public in and for said County W. D. Douell, Mary Douell, his wife, Jose S. Spulick, George Dodge and H. E. Willard, personally known to me to be the persons described in whose names are subscribed to, and who executed the foregoing instrument, and who personally acknowledged to me that they executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

Notary  
John W. Duett

In witness whereof, I have hereunto affixed my official seal, the day and year last above written.

John W. Duett  
Notary Public

Recorded at the request of Mrs. J. S. Spulick March 15 a. d. 1913 at 30 minutes past 4 P. M.

Edgar Cauther  
Recorder