File 10447.

Eduard Herpe
and
Theodore Phipme
To
D. F. Thatcher

} agreement

This agreement, made and entered into this 4th. day of June 1913. a.d. Eduard Herpe, and Theodore Phipme of Tenabo. Lander County, Nevada, parties of the first part, D. F. Thatcher of Buckhorn, Eureka Co. State of Nevada, party of the second part. Witnesseth: That whereas the parties of the first part are the owners of the following described mining property situated in the Buckhorn Mining District Eureka County Nevada, and described as follows, to wit: New Centenial. New Centenial No. 1. New Centenial No. 2. New Centenial No. 3 and New Centenial No. 4. 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 party of the second part is desirous of obtaining a lease and option to purchase all of the above described mining property, and the parties of the first part have granted the same upon the terms and conditions hereinafter set forth. Now Therefore, In consideration of the premises and the sum of One ($1.00) dollar to each 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:

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The parties of the first part hereby give and grant upon the terms and conditions hereinafter set forth, unto the party of the second part an option to purchase said above described lode mining claims, at any time on or before the 1st. day of January a.d. 1914 for the sum of Two Thousand ($2000.00) dollars in cash.

It is further Expressly understood and agreed, by and between the parties hereto, that upon failure of the party of the second part to make this payment within the time limit herein, or to faithfully perform all the covenants and conditions herein on his part, it shall be considered a surrender and forfeiture of the lease and option to purchase hereby given, and all money theretofore paid by him shall be retained by the parties of the first part as liquidated damages and not as a 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 parties of the first part, in damages either liquidated or otherwise.

Whereas: upon a full and complete compliance of all the terms, covenants, conditions and agreements in this lease and option to purchase contained, by the said party of the second part, on or before the 1st day of January A.D. 1914, the said parties of the first part are to make and deliver to the Henderson Banking Company's Bank of Elko, Nevada a good and sufficient mining deed of conveyance for an undivided one-half interest in the above said described mining property, together with a good and sufficient abstract of the same, to be by said Henderson Banking Co. held in escrow during the term of this lease and option to purchase, and to be by it delivered to the party of the second part, upon the payment to it for the account of the said parties of the first part for the sum of Two Thousand (2000.00) Dollars as hereinbefore provided.

Now Therefore, the parties of the first part does covenant and agree with the party of the second part, that upon the payment by the party of the second part, to the aforesaid Henderson Banking Co for the account of the parties of the first part, on or before the 1st day of January 1914 of the sum of Two Thousand (\$2,000.00) 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, or upon the violation of any of the covenants and agreements therein set forth, said deed and abstract shall be returned to the parties of the first part, or upon their order, and this lease and option to purchase be declared forfeited.

It is further 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, to mine, remove and sell ore therefrom during the full force of this lease and option to purchase, and the said party of the second part for and in consideration of the premises aforesaid, has covenanted, contracted and agreed, and by these presents does covenant, contract and agree to the parties of the first part, to enter upon said mining property and do the annual assessment before August 1st 1913, amounting to not less than two hundred fifty ($250.00) dollars to be expended for the year A.D. 1913, for the purpose of holding said mining claims as required by the mining laws of the State of Nevada.

The said party of the second part shall pay or cause to be paid to the said parties of the first part, their heirs, agents or assigns, as rental for the said premises, fifteen (15) per cent on all ores mined or extracted from said premises, after deducting the expenses of freight, mill and smelter charges said royalties to be deposited to the order of the said parties of the first part in the Henderson Bank of Elko Nevada, and shall be applied on the purchase price of the undivided one-half interest in the above described mining claims.

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

In witness whereof the parties hereto

have hereunto set their hands and seal the day and year above written.

Seal. Theodore Plefine.
Edward Harper.
D. F. Thatcher.

State of Nevada }
County of Lander } SS

On this 7th day of June A.D. one thousand nine hundred and thirteen personally appeared before me, John C. Hamlyn, a Notary Public in and for the said County of Lander Edward Harper, Theodore Plefine & D. F. Thatcher known to me to be the persons described in and who executed the foregoing instrument, who 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 official Seal at my office in the County of Lander, the day and year in this certificate first above written.

Notary Seal.

John C. Hamlyn
Notary Public in and for the County of Lander, State of Nevada.

Supplement:

It is further agreed by the contracting parties, That two lots previously sold by McFarland as agent for Edward Harper and Theodore Plefine to Wm. Rutledge shall be reserved, also the Cabin owned individually by Harper not included in this sale.

The Parties Hereto, of the foregoing agreement Edward Harper and Theodore Plefine of Tenabo Nevada, parties of the first part and D. F. Thatcher of Buckhorn party of the second part enter into the subsequent agreement, Viz:

The parties of the first part do grant an extension of time to April 1st 1914. A.D. on the payment of Two Thousand (2.000) Dollars the consideration named in the foregoing instrument for the undivided one-half interest in the Centenial Group of mining claims situate in the Buckhorn mining district, and fully described in the foregoing agreement, to the party of the second part:

This agreement made and entered into this 29th. day of Sept. A.D. 1913.

sd: Edward Harper
Theodore Plepne
L. F. Thatcher.

It is further agreed by the party of the second part to do 90 shifts of 8 hrs each each month, after Jan. 1st. 1914. and any and all improvements in the event of forfeiture shall remain upon the property reverting to the parties of the first part. In case of forfeiture or otherwise, the property shall be delivered peaceably and without incumberance.

L. F. Thatcher
Party of the second Part.

Supplementary agreement.

It is mutually agreed by the parties hereto Edward Harper and Theodore Plepne of Tenabo Nevada, parties of the first part, and L. F. Thatcher of Buckhorn Nevada, party of the second part, to wit:
The parties of the first part agree to grant an extension of time on the cash payment to be made april 1st 1914 to be extended thirty three days and to be made on May 3rd 1914 instead of april 1st 1914.
all other covenants and agreements of the foregoing contract to remain unaltered –

Signed: Edward Harper
Theodore Plepne
L. F. Thatcher.

Recorded at the request of L. F. Thatcher. Dec. 22 a.d. 1913 at 30 minutes past 4 P.M.

Edgar Eather, Recorder
Ftile 10448