

File 10448

Sam S. Murphy }  
and } agreement.  
D. J. Thatcher }

This agreement made and entered into this 25<sup>th</sup> day of June A.D. 1913 by and between Sam S. Murphy of Buckhorn, 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 one-half interest in the following described mining property situated in the Buckhorn mining district Esmeralda County, Nevada,

and is described as follows, to wit:  
 New Centennial, New Centennial No. 1, New  
 Centennial No. 2, New Centennial No. 3 and New  
 Centennial 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 ground or claims.

And whereas, the party of the second part  
 is desirous of obtaining a lease and option  
 to purchase all of the undivided one-half  
 interest in the above described mining  
 property, and the party of the first part  
 has granted the same upon the terms  
 and conditions hereinafter set forth.

Now therefore, for consideration of the premises  
 and the sum of One (\$1.00) dollar to the  
 party of the first part in hand paid  
 by the party of the second, 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 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  
 July A. D. 1914, for the sum of Ten Thousand  
 (\$10,000.00) dollars in cash.

It is further understood and agreed  
 by and between the parties hereto, that  
 upon the failure of the party of the second  
 part to make the payment within the  
 time herein, or to faithfully perform all  
 the covenants and agreements herein on  
 his part, it shall be considered a surrender  
 and forfeiture of the lease and option to  
 purchase hereby given, and all money

heretofore paid by him shall be retained  
 by the party 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  
 party of the first part in damages  
 either liquidated or otherwise.

Whereas: Upon full and complete compliance of all the terms, covenants, conditions and agreements in this lease and option to purchase, contained, by the party of the second part, on or before the 1st day of July a.d. 1913, the said party of the first part is to make and deliver to the Henderson's Banking Company's Bank of Elko, Nevada a good and sufficient mining deed and conveyance for an undivided one-half interest in the above described mining property, together with a good and sufficient abstract of the same, to be by the said Henderson Bank 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 party of the first part of the sum of Ten Thousand (10,000) Dollars as herein 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 the party of the second part, to the aforesaid Henderson Banking Co. for the account of the party of the first part, on or before July 1st a.d. 1914, of the sum of Ten Thousand (10,000) 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 on the violation of any of the covenants and agreements herein set forth said deed and abstract shall be returned to the said party of the first part or upon his order, and this lease and option to purchase shall 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 the above described mining property, to mine, remove and sell or 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 and agree to the party of the first part to enter upon said mining property and do the annual assessment work, amounting to not less than two hundred fifty (\$250) dollars to be expended for the year 1913, for the purpose of holding said mining claims as required by the law of Nevada.

The said party of the second part shall cause or cause to be paid to the party of the first part, his heirs or assigns as a rental for the said premises fifteen per cent on all ore mined or extracted from said premises, after deducting the expense of freight, mill and smelter charges, said royalties to be deposited to the order of the party 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 and be binding upon the heirs, executors administrators and assigns, agents and attorneys of each of the parties hereto.

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

Seal: Sam. J. Murphy  
D. J. Thatcher.

State of Nevada ss  
County of Elko

On the 25 day of June, a.d. 1913, personally appeared before me, Sam. J. Murphy, a Notary Public, Sam. J. Murphy & D. J. Thatcher personally known to me to be the person described in, whose name is subscribed to and who executed the foregoing instrument and who personally acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned, and for witness whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

Seal: Sam. J. Murphy  
D. J. Thatcher.

Buckhorn, Nevada  
December 18th 1913.

Specimen of D. G. Thatcher the sum of One (\$1.00) dollar as part payment for the following described Mining Property situated in the Buckhorn Mining District, County of Carbon, State of Nevada, viz: an undivided one half interest in and to the New Centennial, New Centennial No. 1, New Centennial No. 2, New Centennial No. 3 and New Centennial No. 4.

It is mutually agreed and understood by and between the parties hereto that this agreement is made in lieu of a certain agreement entered into between D. G. Thatcher and Sam P. Murphy on the 25th day of June a.d. 1913 for the above described ground. The entire price to be paid for the said above described Mining Property is Eight Thousand (\$8,000.00) dollars and to be paid as follows to wit: Four Thousand (\$4,000.00) dollars to be paid on or before the 3rd day of August a.d. 1914, and Four Thousand (\$4,000.00) dollars on or before the 3rd day of November, a.d. 1914, said sum to be paid to Sam P. Murphy or deposited to his credit in the Henderson Company's Bank at Elko, Nevada.

A good and sufficient Mining deed to be executed and delivered by the said Sam P. Murphy to D. G. Thatcher on or before August 1st, a.d. 1914.

It is further agreed and understood by and between the parties hereto that the said D. G. Thatcher shall do or cause to have done not less than ninety shifts per each calendar month on the above described Mining Property, said work to continue during the life of this option to purchase, work to be commenced in January a.d. 1914.

It is further agreed and understood by the parties hereto that failure on the part of D. G. Thatcher to make any and all the above payments as herein set forth and to comply with working conditions as above set forth, this contract shall become null and void and of no effect, and both parties released from all obligations herein, and in that event the said One \$1.00 dollar paid this date shall be held by

I am P. Murphy as liquidated damages,  
 Seal, I am P. Murphy  
 D. J. Thatcher.

Witness

John C. Teece  
 E. V. Murphy.

Recorded at the request of D. J. Thatcher  
 Dec. 22, a. d. 1913 at 30 mins. past 4. P. M.  
 Edgar Cather, Recorder  
 L. H. 1117