

--- File 10454--

Mineral Hill Consolidated Mines Company

To

A.R. Dean.

Lease.

THIS INDENTURE made this 22 day of November in the year of our Lord One Thousand Nine Hundred and Thirteen (1913) by and between the MINERAL HILL CONSOLIDATED MINES COMPANY, a corporation, organized and existing under and by virtue of the State of Arizona, by L.A. Pettibone, general manager, Lessor, and A.R. Dean, of Cookeville, Tennessee, lessee, Witnesseth; That the said lessor, for and in consideration of the rents, royalties, covenants, and agreements, hereinafter reserved, and by the said lessee to be paid, kept and performed, has let and by these presents doe let unto the said lessee, the following described mining claim situa-

•ted in the Mineral Hill Mining District, Eureka County, Nevada, to wit;

That unpatented mining claim owned and held by the said lessor herein, in said Mining District and by said owner known and described as the "Webster" claim, together with all and singular the improvements, thereon, and the appurtenances thereof appertaining.

TO HAVE AND TO HOLD unto the said lessee for the term of ONE YEAR from the date hereof, unless sooner forfeited or determined. It being expressly understood and agreed however, that the said lessee herein may, at his option, renew this said lease at the expiration thereof, should he see fit so to do.

The lessee herein covenants that, immediately upon the execution and delivery of this said lease he will at once start and complete the assessment work on the said unpatented claim, said assessment work to amount to not less than one hundred dollars (\$100), and affidavit of said assessment work to be filed in the office of the Recorder of Eureka County before the first day of January A.D. 1914.

It is further expressly covenanted and agreed that the said lessee hereunder shall pay as rent or royalty, to the said lessor herein the sum of ten per cent (10%) of the returns on all ores mined from said claims and sold and shipped to the United States Smelting Company, or to any other company chosen and decided upon by the said lessee—prices to be governed by the Engineering & Mining Journal quotations for the week previous to the time the sales of said ore were made. It is further agreed by and between the parties hereto that the said sum of One Hundred Dollars (\$100) so advanced by lessee herein for the assessment work aforesaid, shall be returned to him, and retained by him from the first returns on the above mentioned sales of ore, and if the said ten per cent royalty from the first shipment is not sufficient to cover this amount so advanced, then said royalty to be retained by said lessee from the shipment following, and successive shipments until said amount of One Hundred Dollars is full paid up.

It is further expressly understood and agreed by and between the parties hereto, that, at the expiration of this lease, the said lessee herein will have the privilege of removing any and all of the improvements placed upon said property, and as well all machinery, tools, and supplies of whatever kind and nature, same being considered at all times as the property of the said lessee hereunder. The said lessee further covenants and agrees that, upon the expiration of this lease or the expiration of the renewal thereof, he will deliver up to the said lessor the said premises in good order and condition, with any and all shafts, tunnels, and other passages thoroughly cleared of rubbish, and ready for continued working (accidents not arising from negligence alone excusing) without demand or further notice, excepting, of course, such shafts, tunnels, and passages as are now upon said property, and commonly termed the "old workings".

Each and every clause and covenant of this indenture shall extend to the heirs, executors, and administrators, of both parties hereto, or the successors and assigns of said corporation, lessor herein.

IN WITNESS WHEREOF, the parties hereto have hereunto interchangeably set their hands and seals the day and year first above written.

Signed, sealed and delivered

in presence of

Mrs. L. H. Pettibone

Mrs. M. D. Comstock

Mineral Hill Consolidated Mines Co. (Lessor)

By L. A. Pettibone (Seal)

General Manager

A. R. Dean (Seal)

Lessee.

Recorded at the request of A. R. Dean December 23 A. D. 1913 at 25 minutes past 4 P. M.

Edgar Eather
Recorder.