

Joseph Marks)
 Herman Zadig, and)
 W.E. Pruett, Trustee)
 to)
 Robert C. Kelley, and)
 B. Merialdo)

OPTION AND LEASE.

This agreement made and entered in to this 28th day of March A.D. 1914 by and between Joseph Marks, and Herman Zadig both of San Francisco State of California and W.E. Pruett, Trustee of the Estate of Minnie D. Smith, Bankrupt, parties of the first part and Robert C. Kelly and B. Merialdo both of the town of Eureka, Eureka County, Nevada, parties of the second part, Witnesseth:

The said parties of the first part, for and in consideration of the premises, agreements and undertakings hereinafter fully set forth, and other considerations, do hereby give, grant, sell, convey and confirm unto the said parties of the second part, their heirs and assigns, the sole and exclusive right and option to purchase, within the time and upon the conditions and terms and for the consideration hereinafter set forth, all right, title, interest, claim, demand and property in possession or in expectancy, which the said parties of the first part have, or of right ought to have, either in law or in equity in and to the following described lode mining claims situated in Eureka Mining District, Eureka County, State of Nevada, to wit; the Silver King Lode Mining claim, patented, and the California Lode Mining Claim, patented, together with all and singular the lodes, and veins within the lines of said claims or either of them, and the dips, spurs, angles, minerals, dumps, workings and improvements thereon and appurtenances thereunto appertaining: Provided however that this right and option to purchase shall expire by limitation of time on the 31st day of March, A.D. 1916, and shall expire at any time prior thereto upon breach by the party of the

second part of any of the agreements, terms, conditions or provisions hereof.

The agreements, terms, conditions and provisions of this right and option to purchase, it is mutually agreed by and between the parties, are as follows, to wit:

The possession of the afore described properties and premises, with the right to work, mine, extract, treat and ship ores therefrom, is hereby granted and permitted the said parties of the second part until this right and option to purchase shall be exercised by them, or until such time as the same shall terminate under the provisions hereof, and the said ores, or concentrates thereof, may be sold by the said parties of the second part, who shall have all payments for same with statements of the workings of said ores made to the parties of the first part, or agent designated by by them, who after deducting freight, or hauling charges, shall retain twenty per cent of the remaining amount for the parties of the first part and pay over the balance to the parties of the second part, and any amount, or amounts, so retained by said parties of the first part shall apply on and be deducted from the amount of the purchase price of said premises as hereinafter set forth.

The parties of the second part shall not permit any lien or liens to be placed on said premises at any time for work or labor performed, or for supplies or material furnished for carrying on any mining operations on said premises and at all times during the life of this agreement shall keep posted on said premises notices in due form whereby parties of the first part shall be protected against any such lien or liens and due legal notices shall be posted by parties of second part so that work performed shall apply to exempt such claims from taxation during the life of this agreement.

All work performed and all supplies, materials and appliances used on the premises shall be at the expense of the parties of the second part; the said parties of the second part hereby agree to install a whim, clean out the main shaft and perform all work in a miner-like manner, timbering openings where necessary and removing all waste.

The said parties of the second part shall within thirty days from the first day of April, A.D. 1914 commence work on one of the said mining claims and thereafter shall do and perform not less than thirty shifts of work during each and every month of the life of this option and agreement. The parties of the first part shall have the right at all times to enter upon, inspect and examine said premises and each and every part thereof, as well as all papers, books, statements and assays bearing on the workings of said claims and the value of ores in place or extracted.

The purchase price of the aforescribed property is and shall be the sum of Twelve thousand dollars (\$ 12000.00) lawful money of the United States of America, and all royalties paid hereunder shall be deducted from said purchase price as being part of and applied to such price, any such payments made shall become forthwith the property of the parties of the first part, and in the event of the said parties of the second part failing to pay the full sum of Twelve Thousand dollars within the time herein specified and set forth any payment less than the whole purchase price shall be forfeited unto the said parties of the first part as a part of the consideration hereof, and for their use and benefit, and nothing herein contained shall be construed to mean that any payment less than the full purchase price shall vest in or transfer to the parties of the second part, their heirs or assigns, any legal or equitable interest in and to the aforescribed premises. It is hereby agreed that at any time on or before the 31st day of March, A.D. 1916, that the said parties of the second part shall pay to the parties of the first part any sum that added to payments already made and applied shall equal the sum of twelve thousand dollars then the said parties of the first part shall execute and deliver unto the said parties of the second part good, sufficient and valid deeds to the aforescribed properties. Each and every item of the agreements, conditions, terms, and provisions hereof, including times and amounts, shall be deemed to be of the essence hereof; and in the event of the breach thereof by the parties of the second part, this right and option to purchase shall cease, terminate and

become null and void, but there shall be reserved to the parties of the first part as against the parties of the second part any action or cause of action which may or shall accrue by virtue of the breach hereof by the said parties of the second part suffered or permitted.

The matters herein set forth shall extend to and be binding upon the respective heirs, executors, administrators and assigns of the parties hereto.

No waiver of any part hereof shall be valid or binding unless specifically set forth in writing and signed by the parties hereto.

IN WITNESS WHEREOF the respective parties hereto have set their respective hands and seals in duplicate.

Jos. Marks
Herman Zadig
W.E. Pruett, Trustee of the Estate of Minnie D. Smith, Bankrupt.

Parties of the first part.

E.L.S.
H.P.

~~Jos. Marks~~
R.C. Kelly
B. Merialdo

Parties of the second part.

State of California |
City and County of San Francisco | ss

One the 28th day of March in the year one thousand nine hundred and fourteen before me, Ella L. Smith, a Notary Public in and for said City and County residing therein, duly commissioned and sworn, personally appeared Joseph Marks known to me to be the person described in, whose name is subscribed to and who executed the annexed instrument, and he acknowledged that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Ella L. Smith
Notary Public.

(Notary Public Seal)

In and for the City and County of San Francisco, State of California. My Commission expires June 28th 1915. 41 Montgomery Street.

State of California |
City and County of San Francisco | ss

On the 28th day of March in the year one thousand nine hundred and fourteen before me Ella L. Smith, a Notary Public in and for the said City and County residing therein, duly commissioned and sworn personally appeared Herman Zadig known to me to be the person described in, whose name is subscribed to and who executed the annexed instrument, and he acknowledged that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Ella L. Smith
Notary Public

(Notary Public Seal)

In and for the City and County of San Francisco State of California. My term expires June 28th 1915. 41 Montgomery Street.

State of Nevada |
County of Washoe | ss

On this 16th day of April A.D. one thousand nine hundred and fourteen personally appeared before me O.H. Mack, a Notary Public in and for said Washoe County W.E. Pruett known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned. Witness my hand and official Seal the day and year in this certificate first above written.

O.H. Mack, Notary Public.

(Notary Public Seal)

State of Nevada |
County of Eureka |

On this 20th day of April A.D. one thousand nine hundred and fourteen personally appeared before me, H.C. McTerney, a Notary Public in and for said Eureka County, Robert C. Kelley and B. Merialdo 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.

WITNESS my hand and official seal the day and year in this certificate first above written.

(Notary Public Seal)

H.C. McTerney
Notary Public.

Recorded at the request of H.C. McTerney May 9th A.D. 1914 at 20 minutes past 11 A.M.

Edgar Eather Recorder.

--File 10614--

C. Baalman
to

W.W. Brown, and | Notice of Forfeiture.

O.C. Cofer |

To W.W. Brown and O.C. Cofer, your heirs and assigns: You are hereby notified that I have expended one hundred dollars (\$100.00) on the Matchless Mining Claim near the head of Davis Canyon, in Eureka County, Nevada, and of record in Book E, page 447, Eureka County Records for the year 1913.

To W.W. Brown: You are hereby notified that I have expended two hundred dollars (\$200) on the Reliable lode mining claim at the head of Dibble Canyon in Eureka County, Nevada, and of record in Book E, page 255, Eureka County Records for the years 1912 and 1913.

This work was done in order to hold said claims under the provisions of Section 2324 of the Revised Statutes of the United States and the amendments thereto concerning annual labor upon mining claims.

If within ninety (90) days after the first publication of this notice you fail to contribute your portion of the above mentioned expenditures, together with the costs of advertising, the above described mining properties will become the property of the undersigned.

C. Baalman

Birch, Eureka County, Nevada Jan. 9, 1914.

Date of first publication January 17, 1914.

Date of last publication April 25, 1914.

AFFIDAVIT OF PUBLICATION.

I, E.A. Skillman, Publisher of the Eureka Sentinel, published weekly at Eureka, Nevada, do solemnly swear that a copy of the above notice, as per clipping attached, was published weekly and in the regular and entire issue of said newspaper, and not in any supplement thereof, for fifteen consecutive weeks, commencing with the issue dated January 9, 1914 and ending with the issue dated April 25, 1914.

E.A. Skillman

Subscribed and sworn to before me this 27th day of April 1914.

(Notary Seal)

R.A. Broy
Notary Public.

Recorded at the request of C. Baalman May 16th A.D. 1914 at 20 minutes past 4 P.M.

Edgar Eather, Recorder.