

--File 10615--

Joseph Flynn Jr

To

Lease and Bond.

W.H.Sherrod

THIS AGREEMENT made in duplicate by and between JOSEPH FLYNN, JR., of Mineral Hill, Nevada, to be known as the party of the first part, and W.H.Sherrod, of Berkeley, California, known as the party of the second part.

WITNESSETH:

That for and in consideration of One (1) Dollar, the receipt of which is hereby acknowledged by the party of the first part, and the further consideration to be hereinafter mentioned, to-wit, the royalties and payment, that the party of the first part does hereby sell, by lease and bond, a certain mineral property known as the Lily and the Lily No.1 located in the Union Mining District, Eureka County, Nevada, and adjoining the Bell Mine, and filed as of record in Eureka, Nevada. The purchase price of said property is Fifteen thousand (15,000) Dollars to be paid in the following manner: Said party of the second part shall begin work within sixty/days from the 23rd day of April, 1914, and shall continue work with not less than three shifts per day, per month, or work equalling that amount for each year, so long as this Lease and Bond is in effect, and he shall pay to the party of the first part fifteen (15) per cent royalty on all ore shipped and sold or milled to apply on purchase price. Royalty to be net after freight be Railroad and smelter charges are paid,

WITNESSETH:

that the party of the second part is to do the work in a workman-like manner, and as it should be and is done in any well and economically conducted mine. That the party of the first part shall have access to the mine at any and all times when it will not interfere with the work of the mine or at any reasonable time that he may desire to inspect the work done or being done. The party of the first part will be furnished with a copy of all smelter returns and royalties and pay for hauling will be paid for within five days after receipt of settlements for ore.

PAYMENTS

The first payment of Two thousand (2000) Dollars one year from date hereof; one-half of purchase price two years from date; balance of the purchase price at the end of three years. Failure on the part of the party of the second part to commence work as agreed or to carry out the terms of this contract, shall forfeit the property with all moneys paid and all improvements with all work done, to the party of the first part. The party of the first part agrees that within six months from the commencement of work on said property that he will make a good and sufficient deed to said party of the second part and place the same in escrow at the First National Bank of Elko, Nevada to be delivered to the party of the second part when the final and complete payment has been made on this property. It is understood and agreed by and between the parties hereto that a copy of this Lease and Bond and Agreement to sell, shall be placed with said deed in the Bank at Elko and when receipts totaling the full amount of Fifteen (15,000) thousand Dollars by royalty or otherwise from the said party of the first part to the party of the second part shall have been filed with the Bank, they shall turn over said deed to the party of the second part or to his heirs and assigns. It is understood and agreed that the party of the first part shall have the right or option to haul any ore to the railroad shipped by the party of the second part at a price not to exceed Three (3) Dollars per ton, provided he can and does haul ore when asked and needed by party of the second part upon ten days of when ore is to be hauled. The party of the second part to assist in loading the wagons at the mine. Time is the essence of this Agreement. This Agreement shall be binding upon the heirs and assigns of the parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28th day of March, 1914.

Jos. Flynn (Seal)
W.H. Sherrod. (Seal)

Wit;
Barbara Greene.

State of California
City and County of San Francisco

On this 14th day of May in the year One Thousand Nine Hundred and fourteen before me, W.W. Healey, a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared W.H. Sherrod known to me to be the person described in whose name is subscribed to and who executed the within instrument, and he acknowledged to me

that he executed the same.

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

(Notary Public Seal)

208 Crocker Building.

W.W.Healey

Notary Public, in and for

said City and County of San Francisco State of California. My Commission expires August 28th, 1917.

Recorded at the request of W.H.Sherrod May 19th A.D. 1914 at 10 minutes past 4 P.M.

Edgar Eather, Recorder.

--File 10663--

William H. Sweeney)

to)

Bill of Sale and Assignment.

Hattie M. Sweeney)

Eureka Nevada, October 24th, 1913.

For and in consideration of love and affection and One Dollar to me in hand paid, the receipt whereof is hereby acknowledged, I the undersigned hereby sell, assign, transfer and set over unto my wife, Hattie M. Sweeney, all of my right, title and interest of, in, and to all of the cattle, horses, mules, and all other personal property now belonging to me, or which may belong to me at the time of my death, and wherever the same may be situated, as her sole and individual property forever.

This sale and assignment is ment to include all notes, money due me and all other evidences of indebtedness belonging to me or which may belong to me at the time of my death.

William H. Sweeney

Witness:

R.A. Broy.

Recorded at the request of R.A. Broy July 1 A.D. 1914 at 10 minutes past 10 A.M.

Edgar Eather, Recorder.