

--File No.11889--

Alex Fraser)
 and)
 D.E.Sayre.)

OPTION TO PURCHASE MINING PROPERTY.

This Agreement, made the 9th day of June, 1917, at Eureka, Nevada, between Alex. Fraser of Eureka, Nevada, and D.E. Sayre of Salt Lake City, Utah, party of the second part, WITNESSETH:

That said Alex Fraser, party of the first part, contracts and agrees to sell, grant and convey unto the said party of the second part or his assigns, all of his right title and interest, consisting of an undivided one-half interest in and to those certain mining claims situate on the east slope of Prospect Mountain and lying immediately north of the Eureka Tunnel known as the Nil Desperandum, Mazep and the Magnet, the Nil Desperandum and Magnet being patented claims and the Mazep being held by location, the sale of said claims to be on the following terms and conditions, to-wit:

1.

That the total purchase price to be paid for said property shall be the sum of Five Thousand Dollars, payable as follows: \$500.00 on or before November 18th, 1917, \$2,250.00 on or before the 18th day of May 1918, and \$2,500.00 on or before the 18th day of November, 1918;

II.

That upon the first payment being made the said party of the first part further agrees to place in escrow a good and sufficient deed to said property, consisting of all his right, title AND INTEREST IN AND TO ALL mineral and mineral deposits therein, same to be placed in the W.S. McCornick Bank of Salt Lake City, subject to the payments as above written, and that a failure to make any or all such payments shall work a forfeiture of this option to purchase.

III.

That said party of the second part shall have the exclusive right to enter upon said claims and to mine ores therein, and shall pay to the said first party a royalty of 15% on all ores extracted and shipped, such payment of royalty to be made within thirty days after shipments are made and all such royalty payments shall apply on the purchase price and be deducted from the next succeeding payment on such purchase price;

IV;

That it is further agreed that the second party hereto shall post notice on said property to the effect that the party of the first part shall not be responsible for any debts for labor or materials supplied said second party in working said mining claims, and that all improvements made in working this property shall in case of failure to make any of the above payments be forfeited to the party of the first part; and it is further agreed that said second party shall give to the party of the first part a written acknowledgement that at least \$100.00 worth of labor has been performed on the above claims on or before Nov. 18th, 1917, and that the same shall be filed with the recorder of Eureka County as proof of labor performed on the Mazep claim for the year 1917;

It is mutually agreed that the provisions of this agreement shall bind the heirs, executors and administrators and assigns of the respective parties hereto;

In witness whereof the parties hereto have set their hands and seals the day and year first above written.

 Party of the First Part.

Witness: _____

 Accepted for D.E. Sayre.

Eureka Nevada Oct. 1 1917.

The above instrument is a copy of lease & bond given to me by Alex Fraser of Eureka Nev, on the Magnet group of mines on Prospect Mountain I hereby surrender and give any and all rights which I may have against the said lease & bond.

D.E. Sayre

A.E. Fraser

Wit:-

COPY

Recorded at the request of Alex Fraser October 4th A.D.1917 at 25 minutes past 1 P.M.

Edgar Eather, Recorder.

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