

AGREEMENT TO LEASE AND OPTION TO PURCHASE MINING PROPERTY.

D.G.Kelley)
to)
D.T. Miller)
&)
W.H. Smith)

This Agreement made and entered into this twenty third day of October, 1917 at Eureka, Nevada by and between D.G. Kelley, party of the first part and W.H. Smith and D.T. Miller parties of the second part, all of Eureka, Nevada, WITNESSETH: That for and in consideration of the sum of One (\$1.00) Dollar to him in hand paid the said party of the first part hereby leases unto the said parties of the second part that certain mining claim known as the "Belmont Claim" and is further described as being about seven (7) miles West of Alpha Station and three and one-half (3½) miles East and South of the Bailey Ranch in unknown mining district and located on the third day of January, 1913, for the term of one (1) year in the manner as follows:

Said parties of the second part agree and covenant to work at least two men Twenty (20) shifts a month each and every month during the life of the lease unless prevented by inclement weather or uncontrollable conditions.

Said parties of the second part further agree and covenant to pay Twenty (20) percent royalty on the net returns of each and every shipment, the same to be determined by the smelter returns of said shipments.

It is agreed and understood by and between the parties to this agreement that the purchase price of this property shall be the sum of Two Thousand (\$2,000.00) Dollars and that said parties of the second part shall have the option to purchase the same in the manner as follows:

Five hundred (\$500.00) Dollars May 1st. 1913... ..

Five Hundred (\$500.00) Dollars August 1st. 1913-

Five Hundred (\$500.00) Dollars November 1st. 1918--

Five Hundred (\$500.00) Dollars February 1st. 1919.-----

It is further agreed and understood that said parties of the second part shall keep all assessments and record the same as are demanded by law during the life and time of this lease.

the time and times of payments shall be the essence of this agreement.

It is understood and agreed that if the parties of the second part fail to make the payments or to do the required work on the above lease then this agreement shall be void as it affects the party of the first part and any money paid to him shall be held by him as liquidated damages.

It is further agreed and understood that this agreement with a quit claim deed, signed and executed by the party of the first part conveying the above mentioned claim to the parties of the second part shall be placed in escrow in the Henderson Bank at Elko and said party- bank according to the stipulations of this agreement.

IN WITNESS WHEREOF, The parties hereto have set their hands and seals this Twenty-third day of October, 1917.

In presence of.

A. Berolo

Marco Venturino

Witness

D.G. Kelley.
Party of the First part

W.H. Smith

D.T. Miller.

Parties of the second Part.

Recorded at the request of D.G. Kelley, October 23, 1917 at 55 min. past 11 A.M.

Edgar Eather, Recorder.