

OPTION TO PURCHASE.

Nick Ratto )  
to )  
W.A. Barnes )

THIS AGREEMENT Made this 23rd.day of October A.D.1917,by and between Nick Ratto,of Eureka, County of Eureka,State of Nevada,the party of the first part,and W.A. Barnes,of the City and County of San Francisco,State of California,the party of the second part,WITNESSETH:

That the said party of the first part for and in consideration of the sum of One Dollar and other valuable consideration,to him in hand paid,the receipt whereof is hereby acknowledged,and the covenants,agreements and promises hereinafter contained and to be kept and performed by said second party,does by these presents grant and convey to said second party the right and option to purchase,and does hereby agree to sell and convey unto said second party,his heirs and assigns, upon the terms and conditions hereinafter set forth,all of that certain real property and mining

claims situate in the Eureka Mining District, County of Eureka, State of Nevada, and more particularly described as follows, to-wit;

The Julia, the Dawn, the Daybreak Fraction, the Sunrise, the Morning, the Evening, and the Afternoon Fraction lode mining claims; also all buildings, mining machinery, equipment, fixtures, engines, tanks, boilers pipe lines and track and other improvements and personal property located upon the said premises and mining claims or used or connected therewith, and all belts or belting and other personal property belonging to said equipment and now stored in the store building of said first party in the said town of Eureka; all of said real and personal property and equipment being what was formerly the Farmers Mining Company's Plant or Mill Situate on the West side of Prospect Mountain.

And it is agreed that the price to be paid by said second party for said premises, personal property and equipment is the sum of Seven Thousand Dollars (\$7,000.00), lawful money of the United States, to be paid as follows;

One Thousand Dollars (\$1,000.00) on or before December 15, 1917, and the balance of Six Thousand Dollars, (\$6,000.00) on or before March 15, 1918.

And it is further agreed that the said party of the first part shall do or cause to be done all necessary assessment work for the year 1917 upon the above described mining claims upon which the said buildings, improvements and equipment, or any part thereof, are located, and shall pay all taxes thereon for the said year of 1917.

And in the event of the failure to comply with the terms hereof, including the payment at the times and in the manner above set forth, by the said party of the second part, the said party of the first part shall be released from all obligation in law or equity to convey said property, and the said second party shall forfeit his right thereto.

And the said first party, on receiving such payment, at the times and in the manner above stated, agrees to execute and deliver to said second party a good and sufficient deed and bill of sale to said mining claims, improvements, equipment and personal property.

And further that these presents shall be binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

In Witness Whereof the said parties have hereunto set their hands and seals in the day and year first above written.

Nick Ratto SEAL  
Party of the first part.

W.A. Barnes  
Party of the second part.

State of Nevada )  
                          :SS.  
County of Eureka )

On this 23rd. day of October A.D. 1917, personally appeared before me, N.P. Morgan, a Notary Public in and for said Eureka County, Nick Ratto, 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.

N.P. Morgan  
Notary Public, Eureka County  
Nevada.

(Notary Seal)

Recorded at the request of Edna C. Plummer Sept. 11 A.D. 1919 at 45 minutes past 9 A.M.

Edgar Eather-Recorder.