

James C. Dunphy)

-to-

A.T.Lundborg &)

E.L.Drury)

Option

AGREEMENT FOR SALE OF REAL ESTATE. --

For the consideration of Ten (\$10.00) Dollars, to me in hand paid, the receipt of which is hereby acknowledged, I hereby agree to sell to A.T.Lundborg & E.L.Drury or assigns, at any time within Three Hundred Sixty-Five days from date hereof, the following described real estate, situate in the counties of Elko, Eureka and Lander in the State of Nevada, to wit:

The west half of the northeast quarter and the northwest quarter of the southeast quarter of Section twenty-three (23) in township thrity-three (33) north, range forty-seven (47) east, M.D.B and M.

All of Section three (3); the east half of the east half of Section four (4); the east half of the notheast quarter and the southeastern quarter of Section nine (9); all of Section ten (10); the west half, the west half of the east half and the northeast quarter of the north-

east quarter of section fifteen (15); all of Section sixteen (16); all of Sections twenty-one (21), twenty-two (22), twenty-seven (27) and twenty-eight (28); and the west half of Section thirty-three (33); all in township thirty-three (33) north, range forty-eight (48) east, M.D.B. and M.

The northwest quarter and the northwest quarter of the northeast quarter of Section twenty-five (25); all of Section twenty-seven (27); the southeast quarter and the southeast quarter of the southwest quarter of Section thirty-three (33); and all of the Section thirty-four (34); all in township thirty-four (34) north, range forty-eight (48) east, M.D.B. and M.

The southwest quarter of Section twenty-three (23) in township thirty-three (33) north, range fifty-two (52) east, M.D.B. and M.

All of Section one (1); the east half of the northeast quarter, the southeast quarter, the southwest quarter of the northwest quarter and the northwest quarter of the southwest quarter of Section two (2); all in township thirty-six (36) north, range fifty-one (51) east, M.D.B. and M.

All of Section nine (9); the west half of the west half of Section ten (10); the northwest quarter of the northwest quarter of Section fourteen (14); the west half, north half of the northeast quarter, the southwest quarter of the northeast quarter and the southwest quarter of the southeast quarter of Section sixteen (16); all of Sections seventeen (17), eighteen (18) and nineteen (19); the west half and the west half of the east half of Section twenty (20); the west half of the northwest quarter of Section twenty-four (24); the northwest quarter of the southwest quarter of Section twenty-six (26); all of Sections twenty-nine (29), thirty (30) and thirty-one (31); the west half of the west half, the northeast quarter of the northwest quarter, the west half of the northeast quarter, the southeast quarter of the northeast quarter, the north half of the southeast quarter and the southeast quarter of the southeast quarter of Section thirty-two (32); and the east half of the southeast quarter of Section thirty-six (36); all in township thirty-six (36) north, range fifty-two (52) east, M.D.B. and M.

The northeast quarter of the northeast quarter, the south half of the north half and the south half of Section twenty-five (25); the southwest quarter of the northeast quarter, the northwest quarter of the northwest quarter, the south half of the northwest quarter and the north half of southeast quarter of Section twenty-six (26); the north half of the northeast quarter and the northeast quarter of the northwest quarter of Section twenty-seven (27); the southwest quarter of the northeast quarter, the southwest quarter of the northwest quarter, the north half of the southeast quarter and the southeast quarter of the southeast quarter of Section thirty-five (35); and all of Section thirty-six (36); all in township thirty-seven (37) north, range fifty-one (51) east, M.D.B. and M.

The southwest quarter of the southwest quarter of Section nineteen (19); the west half, the west half of the east half and the southeast quarter of the southeast quarter of Section twenty-nine; and all of Sections thirty (30); thirty-one (31) and thirty-two (32); all in township thirty-seven (37) north, range fifty-two (52) east, M.D.B. and M.

For the sum of One Hundred Thirty Thousand Dollars, (\$130,000) payable as follows, to wit: Eighty Thousand Dollars (\$80,000) In Cash, Balance in Six Months, To Be Secured By First Mortgage.

I will furnish the said A.T.Lundborg & E.L.Drury within 365 days from date, a complete and accurate Abstract of Title to said land.

Time is the essence of this agreement.

I have received from said A.T.Lundborg & E.L.Drury the sum of Ten (\$10.00) Dollars as a deposit, which I will credit them with on the purchase price, should they complete the purchase; otherwise, I am to retain the said Ten (\$10.00) Dollars, for my own use, as liquidated damages.

In Witness Whereof I have hereunto set my hand and seal this 19th day of September 1919.

Seal.

James C. Dunphy

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

On this 19th day of September in the year one thousand nine hundred and Nineteen before me, Julia W. Crum a Notary Public, in and for the City and County of San Francisco personally appeared James C. Dunphy known to me to be the person whose name is subscribed to the within instrument, and he duly 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 the City and County of San Francisco the day and year in this certificate first above written.
(Notary Public Seal)

Julia W. Crum
Notary Public in and for the City and County
of San Francisco, State of California.

My commission expires June 29th 1922

State of California)
) ss.
City and County of San Francisco)

I, H.I. Mulcrevy, County Clerk of the City and County of San Francisco, and ex-officio Clerk of the Superior Court thereof, the same being a Court of Record, having by law a seal, do Hereby Certify, That Julia W. Crum whose name is subscribed to the Certificate of the proof or acknowledgement of the annexed instrument and thereon written, was, at the time of taking such proof and acknowledgment, a Notary Public, in and for said City and County, residing therein, duly commissioned and sworn, and duly authorized by the laws of said State to take the acknowledgments and proofs of deeds or conveyances, for land, tenements, or hereditaments in said State to be recorded therein. And further that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said Certificate of proof or acknowledgment is genuine, and that said instrument is executed and acknowledged according to the laws of said State.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, dated Oct. 1-1919.

(Seal of Superior Court)

H.I. Mulcrevy Clerk

State of Nevada)
)
County of Elko)

Filed for record at request of A.T. Lundborg on the 20 day of Oct. 1919 at 2-20 o'clock P.M. and recorded in Book 6 of Miscellaneous Page 483 to 484 inclusive records of said county.

W.G. Greathouse--County Recorder

Recorded at the request of A.T. Lundborg Nov. 8 A.D. 1919 at 55 minutes past 9 A.M.

Edgar Eather--Recorder