

Mae M. Des Marias)

to)

LEASE OF MINE KNOWN AND DESCRIBED AS THE MAGNET AND MAGNET GROUP.

Richard L.Lile and)

Earl G. Colton)

THIS INDENTURE, made this 6th day of October, A.D. 1919, between Mae M. Des Marias, of the City and County of San Francisco, State of California, lessor, and Richard L.Lile and Earl G. Colton, both of the said City and County of San Francisco, lessees

WITNESSETH: That the said lessor for and inconsideration of the rents, royalties, covenants and agreements hereinafter reserved, and by the said lessees to be paid, kept and performed, has let, and by these presents does let, unto the said lessees all the following described mine and mining property situated in the Prospect Mining District, County of Eureka, State of Nevada, described as follows, to wit:

That certain portion, claim, mining right, title or property or said veins or lode or rock containing precious metals materials of gold, silver and other minerals situated and being in the said County of Eureka, State of Nevada, and more particularly known and called the Magnet Mine, and also known as and called the Magnet Group, together with all the appurtenances thereto.

To have and to hold unto the said lessees for the term of one year from the date hereof, ^{with the privilege of exercising an option herein given of} expiring on the 5th day of October, A.D. 1920, unless sooner forfeited; however, renewing said lease upon the expiration of one year from the date hereof, for a period of one year thereafter.

In consideration of said lease the said lessees do covenant and agree with the said lessor as follows, to wit: To enter upon said mine or premises and work the same in manner necessary to good and economical mining so as to take out the greatest amount of ore possible with due regard of the safety, development and preservation of the said premises as a workable mine, and to continue to work said mine continuously from the date of this lease.

To allow said lessor and her agents to enter upon and into all parts of said mine for the purpose of inspection.

It being agreed and understood that this lease shall not be assignable by the lessees without first obtaining the consent of the lessor.

It being further understood and agreed that said lessees shall deliver up to said lessor the said premises with all the appurtenances and improvements in good order and condition upon the termination and expiration of the lease herein given to them.

It being further agreed and understood that upon the violation of said lessees or any person under them or acting for them of any of the covenant or covenants hereinbefore reserved the term of this lease shall at the option of the said lessor expire and the same and said premises with the appurtenances shall become forfeited to said lessor and said lessor or her agent may thereupon, after demand of possession, enter upon said premises and dispossess all persons occupying the same, with or without force, and with or without process of law, or at the option of said lessor, or in any other manner.

It being further distinctly and expressly understood that said lessor is hereby held harmless of any liability as to any defect of title, but that said lease is intended and does hereby cover all her right, title and interest into said mine or mining claim as it at present exists upon the date of the execution of this instrument.

It is further agreed and understood that the lessees agree to pay all cost of operation of said mine, including taxes and all other expenses of whatsoever nature and that from the gross earning of the operation ~~of said mine~~ of said mine and the sale of ores taken therefrom the said lessees shall pay unto the said lessor Fifty (50%) percent thereof, payable at stated intervals if any such earnings shall then have accrued, to wit: every ninety (90) days, at which time the said lessor may and is empowered under this instrument to demand an accounting of the earnings if any accrued under the terms and covenants of this lease.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 6th day of October, 1919, at the City and County of San Francisco, State of California.

Mae M. Des Marias
Richard L. Lile
Earl G. Colton

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

On this 6th day of October in the year One Thousand Nine Hundred and Nineteen before me, Charles E. Reith, a Notary Public, in and for the said City and County, residing therein, duly commissioned and sworn, personally appeared Mae M. Des Marias, lessor and Richard L. Lile and Earl G. Colton, lessees, known to me to be the persons described in, whose names are subscribed to and who executed the within and annexed instrument, and they acknowledged to me that they 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 last above written.

(Notary Seal)

Charles E. Reith

Notary Public in and for the said City and County of San Francisco, State of California.

My commission expires June 30th, 1923.

Recorded at the request of Rufus Thayer Nov. 11, A.D. 1919 At ---minutes past 3 P.M.

Edgar Eather---Recorder
By Peter Merialdo---Deputy.