

Nick Ratto)
)
 to)
)
 W.A. Barnes)

OPTION TO PURCHASE.

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 does by these presents grant and convey to said second party. by 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 (\$1000.00) 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 assesment 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 and 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 (SEAL)
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 the 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.

(Notary Seal)

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

Eureka, Nevada, Dec. 15, 1917.

For value received I hereby extend the time for making the first payment on the within described property until February 15, 1918, and the time for making the last payment until April 1, 1918.

Witness:

Nick Ratto.

Angelo D. Bernardi.

Eureka, Nevada, Feb. 22, 1918.

In consideration of one dollar and other valuable consideration to me in hand paid, I hereby grant to the within W.A. Barnes, party of the second part a further extension of time in which to make the payments on the within described property, namely, until the first day of April, 1918, in which to make the payment of \$1000., and until the first day of May, 1918, in which to make the second payment.

Witness:
N.P. Morgan.

Nick Ratto

For and in consideration of the sum of One dollar and other valuable consideration to me in hand paid, I hereby grant to W.A. Barnes, the party of the second part named in the annexed option and agreement a further option and extension of time within which to make the payments on the property therein described, said payments to be made as follows, to-wit;
\$250.00, Cash, receipt whereof is hereby acknowledged; \$750.00 on or before June 1, 1918; and the balance or sum of \$6000.00 on or before September 1, 1918.

It is further agreed and understood that I shall have the right to remove the wooden tank on the east side of the Mill Building, and the said W.A. Barnes to have the right to remove the iron rails located on said premises, at any time after the date hereof, I further agree to haul said rails, or such thereof as may be taken up and piled, and that can be carried on the wagon, to the

Helly Mine, at the time of the removal of the tank.

In witness whereof the respective parties have hereunto set their hands and seals this 27th. day of March, 1918.

Nick Ratto
Party of the first part.

W.A. Barnes.
Party of the second part.

PERMIT AND RELEASE.

FOR AND IN CONSIDERATION of the sum of one dollar (\$1.00) and other valuable considerations to me in hand paid, receipt whereof is hereby acknowledged, I hereby agree to permit W.A. Barnes, the party of the second part named in the annexed option and agreement, to remove from said premises, at any time after the date hereof, all pipes and pipe fittings and accessories, also the mechanical equipment now a part of the Dorr Continuous Thickener, also the electric generator, all located and contained in the mill building on said premises.

I FURTHER AGREE TO and do hereby release said equipment and do convey full right and title in and to same to said W.A. Barnes, party of the second part, his executors, administrators and assigns, IN WITNESS WHEREOF I have hereunto set my hand and seal this 27 day of May, A.D. 1918.

Nick Ratto
Party of the first part.

Witness;

R.W. Hooper .

State of Nevada.)
:SS.
County of Eureka)

On this 2d. day of August in the year one thousand nine hundred and nineteen, before me, Etta Skillman, a Notary Public in and for the County of Eureka personally appeared R.W. Hooper and personally known to me to be the person whose name is subscribed to the annexed instrument as a subscribing witness thereto. That said witness was sworn by me to tell the truth and nothing but the truth about the execution by Nick Ratto of the said instrument. That said witness testified that he saw said Nick Ratto sign his name as grantor to said conveyance at White Pine County on the 27th. day of May A.D. 1918 and the said Nick Ratto requested him to sign his name as witness to said execution, and he, said witness, then and there, subscribed his name as such witness in the presence of the said grantor, and he personally testified that he knew said grantor to be the person, described in and who executed the said instrument, and that he, said grantor, said to him (said witness) that he executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the said County of Eureka, the day and year in this certificate first above written.

(Notary Seal)

Etta Skillman
Notary Public in and for the
County of Eureka, State of Nevada

EXTENSION OF OPTION

FOR AND IN CONSIDERATION of the sum of one dollar and other valuable considerations to me in hand paid, I hereby grant to W.A. Barnes, the party of the second part named in the annexed option and agreement, a further option and extension of time within which to make the payments on the property therein described, said payments to be made as follows, to-wit; \$1,000.00 cash, receipt whereof is hereby acknowledged; \$1,000.00 on or before January 1st. 1919; and the balance or sum of \$4,000.00 on or before April 15th. 1919.

IT IS FURTHER AGREED AND UNDERSTOOD; That said W.A. Barnes, the party of the second part, shall pay the General State and County Tax for the year 1918 as levied against the property in said annexed option and agreement, and the said W.A. Barnes shall have the right to remove from said.

premises, at any time after the date hereof, any and all of said equipment, supplies, fixtures, etc excepting engines, boilers, stamp-mill, crusher and feeders.

IN WITNESS WHEREOF the respective parties have hereunto set their hands and seals this 23rd. day of August, A.D. 1918.

Witness;
L.W. Hope .

Nick Ratto
Party of the first part.

W.A. Barnes
Party of the second part.

State of Nevada)
County of Eureka) :SS.

On this 2nd day of August in the year one thousand nine hundred and nineteen, before me, Etta Skillman, a Notary Public in and for the County of Eureka personally appeared L.W. Hope and personally known to me to be the person whose name is subscribed to the annexed instrument as a subscribing witness thereto. That said witness was sworn by me to tell the truth and nothing but the truth about the execution by Nick Ratto of the said instrument. That said witness testified that he saw said Nick Ratto sign his name as grantor to said conveyance at Eureka on the 23rd. day of August A.D. 1918 and the said Nick Ratto requested him to sign his name as a witness to said execution, and he, said witness, then and there, subscribed his name as such witness in the presence of the said grantor, and he personally testified that he knew said grantor to be the person described in and who executed the said instrument, and that he, said grantor, said to him (Said Witness) that he executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office in the said County of Eureka the day and year in this certificate first above written.

(not ary Seal)

Etta Skillman

Notary Public in and for the County of
Eureka, State of Nevada.

Extension of Option .

For and in consideration of the sum of one dollar and other valuable consideration to me in hand paid by W.A. Barnes, party of the second part named in the annexed agreement, the receipt whereof is hereby acknowledged, I hereby grant to the said W.A. Barnes a further option and extension of time within which to make the payments on the property described in the annexed agreement, said payments to be made as follows, to-wit; \$1000.00 cash, receipt whereof is hereby acknowledged, and the balance of \$3,000.00 on or before the 15th. day of July, 1919.

In Witness whereof I have hereunto set my hand and seal on this 15th. day of April A.D. 1919.

Witness;
WM. Evans.

Nick Ratto
Party of the first part.

Recorded at the request of L.W. Hope August 2 1919 at 30 minutes past 6 P.M.

Edgar Eather
Recorder.