File No. 14100

Pedro Orbe and Eugenio Garcia,)

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Memorandum of Agreement.

S. C. SEYMOUR

THIS MEMORANDUM OF AGREEMENT, Made and entered into this 28th day of January, 1920, by and between PEDRO ORBE and EUGENIO GARCIA, of Elko County, Nevada, parties of the first part, and S.C. SEYMOUR. of New York City, party of the second part; WITNESSETH:

That for and in consideration of the sum of One Dollar, lawful money of the United States of America, in hand paid by the party of the second part to the parties of the first part hereto, receipt of which is hereby acknowledged, said parties of the first part hereby agree to sell and convey unto the party of the second part their undivided three-fourth interest in these certain Lode Mining Claims, situate in the Lynn Mining District, in the County of Eureka, State of Nevada, as follows, to-wit: "Compromise No.3," "Compromise No.4," "Compromise No.5," "Compromise No.6," "Compromise No.7," "Lemira," and "Elmira." For the Sum of cash, on or before six months from date nereof, to-wit, on or before July 28, 1920. TEN THOUSAND DOLLARS------

And it is hereby covenanted and agreed by and between the parties hereto that said parties of the first part shall retain title and possession, and the right to possession of said premises until said sum of \$10,000.00 shall have been paid, as hereinbefore specified, notwithstanding deed thereto has been this day given to said party of the second part; and in the event said sale be not made within the time herein specified or said sum of be not paid within said specified time by the party of the second part to the parties of the first part hereto, then and in that event the deed this day given by said parties of the first part to the party of the second part hereto shall become null and void and of no force or effect, and the deed this day given by the party of the second part to the parties of the first part hereto, covering the mining property herein described shall be in full force and effect and title thereof shall not remain in the party of the second part hereto; provided, however, that said payment be made as hereinpefore specified, then and in that event the deed from the party of the second part to the parties of the first part hereto, of even date hereof, conveying said premises to the parties of the first part hereto shall become null and void and shall be returned to said party of the second part nereto, and said parties of the first part shall then give good and sufficient title to said property to said party of the second part hereto.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties hereto that in the event an extension of time be given by the parties of the first part to the party of the second part hereto within which to make the payments herein specified, that this agreement shall remain in full force and effect and shall cover such extension of time so given.

This agreement to be binding upon and inure to the benefit of the heirs, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands, the day and year in this instrument first written.

Signed in duplicate.

	Pedro	0r	be	
	Eugeni	0	Garcia	

Parties of first part.

S. C. Seymour

Party of the second part.

State of Nevada, SS. County of Elko.

On this 28th day of January, 1920, before me, HAYDEN HENDERSON, a Notary Public in and for Elko County, Nevada, personally appeared Pedro Orbe, Eugenic Garcia and S.C. Seymour, known to me to be the persons described in and who executed the foregoing instrument, who separately and severally acknowledged to me they executed same frelly and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written.

Hayden Henderson

(Notarial Seal)

Recorded at the request of G.H.Goodhue Oct. 25, A.D. 1920 At 5 minutes past 9 A.M.

Edgar Eather -- Recorder

By Peter Merialdo -- Deputy.