

M.J. Hough, )  
-to- ) O P T I O N.  
Norman H. Blitz.)

OPTION.

THIS AGREEMENT, made and entered into this 16th day of February, 1934, by and between M. J. Hough, of Beowawe, County of Eureka, State of Nevada, the party of the first part, and NORMAN H. BLITZ, of the City of New York, State of New York, the party of the second part.

WITNESSETH:

That the party of the first part, in consideration of the sum of Ten (10.00) Dollars and other good and valuable consideration, and of the covenants and agreements on the part of the party of the second part hereinafter contained, agrees to sell and convey unto the said party of the second part all of his right, title, and interest, as of this date, in and to the following described property situate in Mill Canyon, Cortez Mining District, Eureka County, Nevada, to-wit:

One flotation mill; assay office; blacksmith shop; and all other buildings and all machinery and all contents of such buildings, situate upon the mining claims formerly owned or belonging to the Roberts Mining and Milling Company, and purchased by the party of the first part at a Tax Sale for taxes levied by the County of Eureka and State of Nevada upon said buildings for the taxes due on said property for the year 1931, and as fully appears by the Tax Deed from Ed Delaney, County Treasurer and Ex Officio Tax Receiver of Eureka County, Nevada to M. J. Hough dated this 18th day of July, 1933, and recorded at the request of M. J. Hough, August 16th, 1933 at 9 A.M., in Liber 21 of Deeds, page 143 of the records of Eureka County, Nevada, for the sum of Twenty Thousand <sup>\$</sup>(20,000.00) Dollars.

The right to purchase said property by the party of the second part shall be considered as an option which may be exercised by the said party of the second part at any time within one year from the date hereof.

The party of the second part, if he desires to exercise his right and option to purchase said buildings, shall pay to the party of the first part the sum of Twenty Thousand (\$20,000.00) Dollars within one year from the date hereof; that in case the said party of the second part does not desire to exercise such option, he may notify the party of the first part at any time within one year from the date hereof, that he waives his right to purchase said property, or in case the said sum of Twenty Thousand (\$20,000.00) Dollars is not paid within one year from the date hereof, then it shall be conclusively presumed that the party of the second part does not desire to exercise the right and option to purchase such property, and that he has abandoned the same.

That in case the party of the second part does not exercise the option to purchase, he shall not be liable for any damage or any costs, charges, or expenses by reason of the failure to pay the said sum of Twenty Thousand (\$20,000.00) Dollars.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

(Notarial Seal)

STATE OF NEVADA }  
COUNTY OF WASHOE) ss.

On this 16th day of February, A. D. 1934, before me James T. Boyd, a Notary Public in and for the County of Washoe, personally appeared M. J. Hough and Norman H. Blitz known to me to be the same persons whose names are subscribed to the within instrument, and they duly acknowledged to me that they executed the same 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 County of Washoe, the day and year in this Certificate first above written.

(Notarial Seal)

Norman H. Blitz  
Party of the Second Part.

M. J. Hough  
Party of the First Part.

James T. Boyd  
Notary Public in and for the  
County of Washoe, State of Nevada.

Recorded at the request of George Springmeyer Feb. 22 A. D. 1934 at 20 minutes past 4 P. M.

Peter Merialdo-----Recorder.