

File No. 22394.

W.H. Stowell,)
 to)
 J.B.McNaughton.)

OPTION TO PURCHASE

THIS OPTION, made the 1st day of March, 1938, by and between W.H. STOWELL, of the City of Spokane, State of Washington, the party of the first part, and J.B.McNAUGHTON, of Eureka, Eureka County, Nevada, the party of the second part,

W I T N E S S E T H:

That the said party of the first part does hereby agree to sell to the said party of the second part, and said second party does hereby agree to purchase, all of the right, title and interest of the party of the first part, in and to the PIONEER, SILVER CONNOR and LARAL patented lode mining claims, situate in the Eureka Mining District, County of Eureka, State of Nevada.

TO HAVE AND TO HOLD the said described mining claims for the full term of nineteen months, from and after the 1st day of June, 1938, and ending and terminating on the 1st day of October, 1939, on the following terms and conditions, to-wit:

For the monthly payment of One Hundred Dollars (\$100.00), lawful current money of the United States of America, payable as follows: the first of said monthly payments to be made on the 1st day of JUNE, A.D. 1938, and a like monthly payment on the 1st day of each and every calendar month thereafter, during the term of this option. Upon receipt of the last payment which shall be sufficient to make up the total purchase price of \$5000.00, or at any time when the total purchase price of Five Thousand Dollars (\$5,000.00) has been paid to the said party of the first part, the said first party will give to said party of the second part a good and sufficient deed to the above described premises. If the said party of the second part fails to make the payments as herein specified, this option shall then and there become null and void, and the property therein described shall revert back to the party of the first part, and all monies paid shall become the property of the party of the first part.

The taxes on the above described property are to be paid by the party of the first part during the life of this option.

Time is the essence of this option and it shall be binding upon the heirs or assigns of both parties.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand the day and year first above written.

W. H. Stowell