

S-109

THIS AGREEMENT, made and entered into this 12th day of April, A. D. 1923, by and between C. F. Lawson, County of Clear Creek, State of Colorado, and C. H. Smith, City and County of Denver, State aforesaid, parties of the first part, and Philip R. Stanhope of said Denver, aforesaid, party of the second part;

W I T N E S S E T H :

In consideration of the sum of \$1.00, and other good and valuable considerations paid by and moving from the party of the second part, the receipt of which is hereby acknowledged, the parties of the first part do hereby give and grant unto the party of the second part, the right and option to purchase the following described mining property, to-wit:

The Platts Lode, Survey No. 886, and

The John D. Long Lode, Survey No. 1237;

and the following unpatented property, to-wit:

The Big Chance Lode,

The Big Chance No. 1 Lode,

The Big Chance No. 3 Lode, and

The Big Chance mill site;

all of such property being situate in Montana Mining District, County of Clear Creek, State of Colorado, at and for the price of Thirty-one Thousand (\$31,000.00) Dollars, if paid on or before the first day of January, A. D. 1924; and on payment of said sum, the parties of the first part will make, execute and deliver, or cause to be made, executed and delivered by the owners of record, a good and sufficient deed for the said patented property, and a quit-claim mining deed for the unpatented property, with a covenant, however, against the acts and deeds of the parties of the first part or either of them.

IT IS FURTHER UNDERSTOOD AND AGREED that the parties of the first part will, on thirty (30) days notice from the party of the second part, requesting them so to do, place a deed in escrow in the Colorado National Bank of Denver, Colorado, conveying the said premises

in manner and form aforesaid and for the consideration aforesaid, and accompany the same with any deed or deeds that may be necessary to vest title to the said patented property in the party of the first part, and the escrow instructions shall provide for the delivery of all such deeds to the party of the second part upon the payment or deposit in said bank of the said sum of Thirty-one Thousand Dollars (\$31,000.00), on or before the said first day of January, A.D. 1924; the said sum of Thirty-one Thousand Dollars (\$31,000.00) to be paid out and distributed by the said bank as may be provided either in the said escrow instructions or in other instructions that may be given by the parties of the first part and the person or persons making deed to the said patented property as herein provided, as may be arranged between the parties of the first part and such other person or persons and the said bank, the said party of the second part being only concerned with the proposition that upon payment of the said sum of Thirty-one Thousand Dollars (\$31,000.00) into the bank, he will receive a deed or deeds which will convey good title to the said patented property, and title by which the said unpatented property is held by the parties of the first part.

The time and punctuality of the payment of the option price herein provided to be paid, is of the essence of this contract, and this contract is an option contract only, and vests no right whatsoever in the party of the second part, except the right to purchase such property strictly in accordance with the terms hereof.

The terms, conditions and provisions hereof shall extend and bind the parties hereto and their several executors, administrators, heirs and lawful assigns, the same as if they were herein specifically mentioned.

In Witness Whereof, the parties hereto have hereunto set their hands and seals, the day and year above written.

B. Lawson
C. H. Smith
Parties of the first part.

Party of the second part.

STATE OF COLORADO ::
 ::
CITY & COUNTY OF DENVER :: SS.

I, Algermon S. Lang, A Notary Public, in and for said City and County, in the State aforesaid, do hereby certify that C. F. Lawson and C. H. Smith, personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 12 day of April, A. D. 1923.

My Commission expires April 21-1925.

Algermon S. Lang
Notary Public.

Denver Colo 6/19/24
This agreement is hereby extended to May 25/1925 providing work of at least fifty shifts per month is done on the property, other wise Lease + option to remain in force as written above

C. F. Lawson
C. H. Smith

Algermon S. Lang

C. F. Lawson, C. H. Smith, P. R. Stanhope
Platts, John D. Long. Lodes (Patent) and
Big Chance; Big Chance No. 1 and Big chance
No. 3 Lodes unpatented and Big Chance Mill Site.

Whereas on April 12th 1923, the undersigned C. F. Lawson and C. H. Smith parties of the first part and Philip R. Stanhope party of the second part, entered into a certain agreement by the terms of which first party granted an option to purchase to party of the second part, certain patented mining claims and unpatented mining claims and Mill Site, for which the purchase price is Thirty One Thousand Dollars (\$31,000.00) and whereas, second party is desirous of securing, and first party is willing to grant an extension of said option to January 1st, 1925, Now,

Therefore in consideration of One Dollar (\$1.00) and other good and valuable considerations in hand paid to first parties by second party, receipt of which is hereby acknowledged by first parties it is hereby agreed that said option agreement be and is hereby extended to January 1st, 1925.

In witness whereof parties hereto have hereunto set their hands and seals.

C. F. Lawson
C. H. Smith
P. R. Stanhope

State of Colorado,
City and County of Denver, ss.

The above paper was this day signed in my presence and acknowledged before me by C. F. Lawson and C. H. Smith, for the purposes therein set out. Dated this 13th day of February, 1924.

My Commission Expires April 21, 1925

Algerman S. Long
Notary Public.

