

THIS AGREEMENT made and entered into this twenty-eighth day of January, 1901, by and between Henry Bowman and Elizabeth Bowman, of the county of Arapahoe and State of Colorado, parties of the first part and Philip R. Stanhope, of the same place, party of the second part: WITNESSETH:

WHEREAS Henry Bowman and Elizabeth Bowman, the said parties of the first part, and one William Davidson are the owners in fee of an undivided one third (1-3) interest each in and to the Lincoln lode mining claim U.S.Survey No. 692, in and to the Grand Central lode mining claim U.S.Survey No. 690 and in and to the Silver Coin lode mining claim, U.S.Survey No. 725, situated, lying and being in the Downie ville Mining District, Clear Creek County, Colorado, and

WHEREAS Philip R. Stanhope, the said party of the second part has offered each of the respective owners of said property the sum of two thousand dollars (\$2000) for each of said undivided one third interests in and to the same, which said offer has been accepted by said parties of the first part, and a joint mining deed in which Henry Bowman, Elizabeth Bowman and William Davidson are named as grantors, conveying all of said mining premises to the said party of the second part, has been duly executed by said Henry Bowman and Elizabeth Bowman, and forwarded to William Davidson for signature and execution upon his part, and which said deed is to be delivered to said party of the second part if he shall pay or deposit in some bank in the City of Denver, Colorado, the sum of two thousand dollars (\$2000) to the credit of each of the grantors named in said deed.

~~deposit in said bank the sum of two thousand (\$2000) to the credit of the grantors named in said deed, and~~

WHEREAS said parties of the first part are willing to sell and convey for the total purchase price of four thousand dollars (\$4000) to said party of the second part an undivided two-thirds (2-3) interest in and to said mining premises, whether said William Davidson executes and delivers said joint deed, or not.

NOW THEREFORE; in consideration of the sum of *two thousand* dollars cash in hand this paid by the party of the second part to the said parties of the first part, receipt whereof is hereby acknowledged and accepted as part payment of the purchase price of four thousand dollars for said undivided two-thirds interest in and to said mining premises, and mentioned in the preceding paragraph hereof, the said parties of the first part agree to and with the said party of the second part, that upon the payment to the parties of the first part by the party of the second part, within *fifteen* days from this date, of the further sum of *two thousand* dollars, the said parties of the first part will sell and convey unto the said parties of the second part, by good and sufficient deed or deeds of conveyance, with covenants for further assuring the title to said premises unto the party of the second part, an undivided two-thirds interest in and to the mining premises above herein described.

It is further covenanted and agreed by the parties of the first part that they own an undivided two thirds interest in and to all of the mining premises herein before described, and that the said William Davidson procured the patent from the United States of and upon the said Grand Central lode mining claim U.S. Sur No. 690, in his own name but for the use, benefit and behoof of as well of Jonathan Bowman, the deceased husband of Elizabeth Bowman, and Henry Bowman, as of himself,

and that they are well siezed of an undivided two-thirds interest in and to said mining premises as of good sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all other and former grants, bargans, sales and incumbrances of whatever kind or nature whatsoever.

It is further agreed by and between the parties hereto that if the said William Davidson shall accept said offer of two thousand dollars for his said interest in and ^{to} said mining premises, and shall execute said joint deed in manner satisfactory to said second party, and forward the same for delivery as aforesaid, then and in that event the said sum of *two thousand* dollars this day paid by the said party of the second part to the said parties of the first part, is hereby accepted by said parties of the first part as part payment of the consideration of ~~of~~ six thousand dollars named in said joint deed which deed shall be delivered to said second party upon his paying the further sum of *four thousand (\$4000)* dollars.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Henry Bowman (SEAL)

Elizabeth Bowman (SEAL)
