

KNOW ALL MEN BY THESE PRESENTS: That we, John M. Knowles, David A. Irwin, Jonathan Butterfield and Cornelius Ferris, Jr., are held and firmly bound unto Cornelius Ferris, Sr., in the penal sum of Forty Thousand Dollars (\$40000), to be paid to the said Cornelius Ferris, Sr., his heirs, executors, administrators or assigns; to which payment well and truly to be made, we do bind ourselves, our heirs, executors, administrators, and every of them, jointly and severally by these presents.

Witness our hands and seals this First day of September, A.D. 1896.

WHEREAS, the above bounden Obligors have this day sold to the said Cornelius Ferris, Sr., certain real estate situate in Morris, or Montana, Mining District, in the County of Clear Creek, in ^{the} State of Colorado, towit: the Syndicate, John Sherman and Golden Rule Lode Mining Claims, (survey numbers 1639, 1640 and 1641),

Together with all and singular the lodes and veins within the lines of said claims (and not excepted on the official plat) and all mines, minerals, dumps, plant, fixtures, machinery, tramways, improvements, rights, privileges and appurtenances thereunto in anywise belonging,

For the sum of Twenty Thousand Dollars (\$20000.) to be paid to the said Obligors, their executors, administrators or assigns, or deposited ~~in~~ to their credit in the Colorado National Bank, of Denver, Colorado, in proportion to the respective interests owned by the said Obligors in the said property, on or before the First day of September, A. D. 1898, and for the further consideration that said Obligees, his heirs or assigns, shall, within sixty days from the date hereof, enter upon and take possession of said property, and work the same with at least two men underground, continuously, mine-fashion and in manner necessary to good and economical mining, during the term of this agreement, unavoidable delays excepted; the cessation of the work hereinabove specified, for ten consecutive days, to be considered and held to be a forfeiture of all rights of said Obligees in said premises.

It is further understood and agreed that said Obligees shall have the right to ship and sell any ores he may find upon the said premises and shall pay to said Obligors as rent or royalty, ten per cent. on all ores of grade too low for shipment to the smelters without first being treated by contraction or otherwise, and twenty per cent. on all ores sent direct to the smelters, after deducting hauling, shipping and treatment charges; said royalty to be paid to Cornelius Ferris, Jr., for the Obligors, on or before the tenth day of each month, on all ores shipped and settled for during the preceding month; all royalties so paid in accordance with this agreement shall be considered a part of said purchase price and shall be credited to said Obligees, his heirs, personal representatives or assigns, and deducted from the purchase price of said property at the time of making the final payment for the same. If the said Obligees, his heirs or assigns, fail to pay for said property as hereinabove provided, then said Obligors shall be entitled to retain said monies hereby reserved as royalty, as liquidated damages.

NOW THEREFORE, the condition of the above Obligation is such, that if the above bounded Obligors, their heirs or assigns, on payment or deposit of said sum of Twenty Thousand Dollars in manner aforesaid, and expressly within the time limited as aforesaid, time being of the essence of this contract as to such payment or deposit, shall make, execute, acknowledge and deliver at their own cost and charges, good

and sufficient deed or deeds of general warranty to the said Cornelius Ferris, Sr., his heirs or assigns, or to such person or company as he shall nominate, conveying said premises with good and perfect title, free from encumbrance, then this obligation to be void, otherwise to remain in full force and virtue.

----- (SEAL)

Said A. J. J. J.
by David Lubin
his attorney in fact
----- (SEAL)

Cornelius Ferris
----- (SEAL)

In consideration of the option expressed in this Obligation I agree to enter upon and take possession of said property within sixty days from the date hereof, and work the same with at least two men underground, continuously, mine-fashion and in manner necessary to good and economical mining, during the term of this agreement, unavoidable delays excepted; the cessation of the work aforesaid, for ten consecutive days, to be considered and held to be a forfeiture of all rights of said Obligee in said premises. Witness my hand and seal this First day of September, A.D. 1896.

Cornelius Ferris Sr.
----- (SEAL)

For and in consideration of the sum of One Dollar to me in hand paid, the receipt whereof is hereby acknowledged, I do hereby assign, transfer and set over unto Philip R. Stenhouse and William L. Ireland the foregoing agreement, together with all my rights in thorough and under the same.

In witness whereof I do hereunto set my hand and affix my seal this 20th day of July, 1897 *Cornelius Ferris Sr.*

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