

this 25th day of March, 1929.

National Forest Products Co.
By name not legible. Seller
J. A. Thronson, Jr., Buyer.

Dated at Portland, Oregon, this 25th day of March, 1929.

Ap. 4, '29. . . For \$10.00 and other valuable considerations I hereby assign all my right title, and interest in the above contract to J. A. Irwin. We also guarantee payments.

National Forest Products Co.
By Name not legible. Pres.

Filed for record this 15th day of June, 1929 at 11:0'clock A.M.

J. C. Chesser
Auditor.

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15736

Mt. St. Helens Consolidated Mining Co. to C. W. Riddell

THIS AGREEMENT, made in duplicate this 22nd day of April, 1929, between Mt. St. Helens Consolidated Mining Company, and Oregon Corporation, First Party, and C. W. Riddell, Second Party; WITNESSETH:

WHEREAS, the First Party is the owner of all the following described property (hereinafter called the "premises"), situated in the County of Skamania and State of Washington to-wit:

That certain group of mining claims and premises known as the SPIRIT LAKE GROUP, consisting of America No. 1, America No. 2, America No. 3, America No. 4, Sweden No. 1, Viola Second, Viola First, Wilson, Alderman Peak, Marchand, Prince, Wayne, George, Baby Barnes, Mamie, Mabel, Ada, Linnie, Inez, Jenn, Lakeside, Earl, Hillside, The Falls, and Spirit Lake, lode mining claims, the same being and constituting one entire group and parcel of land designated by the surveyor general as Lot No. 781A, embracing a portion of sections 1 and 12, township 9 North of Range 5 East, a portion of section 6 in township 9 North, Range 6 East, a portion of section 36 in township 10 North of Range 5 East and a portion of section 31 in township 10 North of Range 6 East, W. M., embracing a total area of 513.249 acres, more or less, according to the official survey thereof, as the same are more particularly described by metes and bounds, courses and distances in the patent thereof of record in Vol. 440 pages 381 to 415 inclusive in the record of Mineral Patents in the office of the General Land Office at Washington, D. C., and also of record in Book of Deeds at page 335 at seq., of the records of Skamania County, Washington, reference to which said patent and the records thereof is hereby made for a more perfect and complete description of said claims, excepting however the surface rights to 10 acres in the Spirit Lake Lode and Falls Lode, heretofore conveyed by the party of the first part.

Also that certain group of Mining Claims known as the EARL GROUP, and consisting of the Earl No. 1, Earl No. 2, Earl No. 3, Earl No. 4, Earl No. 5, Earl No. 6, Earl No. 7, Earl No. 8, Earl No. 9, Earl No. 10, Earl No. 11, Earl No. 12, and Earl No. 13, lode mining claims designated by the Surveyor General as Lot 774, embracing a portion of sections 8, 9, 16, and 17, in Township 10 North of Range 6 East, W. M., containing 266.148 acres, more or less according to the official survey thereof; said several mining claims being more particularly described by metes and bounds, courses and distances, in the patent thereof which is of record in Vol. 422, at pages 295 to 314 inclusive of the record of mineral patents in the General Land Office at Washington, D. C., and in Book 1 at pages 397 to 407

inclusive of the record of deeds of Skamania County, Washington, reference to which patent and the records thereof is hereby made for a more detailed and complete description of said several lode mining claims.

Also that certain group of mining claims known as the CHICAGO NORTHWEST DISCOVERY Group, consisting of the Chicago Northwest Discovery, Chicago Northwest Discovery No. 1 and Chicago Northwest Discovery No. 2, lode mining claims, designated by the Surveyor General as Lot No. 621, embracing a portion of sections 29 and 30, Township 10 North of Range 6 East, W. M., being and constituting one entire parcel of land. The corner No. 1 of the Chicago Northwest Discovery Lode Claim of said group bears South 19°52' East 710.1 feet distant from U. S. Location monument No. 2, said group containing 37.434 acres of land more or less according to the official survey thereof. The particular description of said premises by metes and bounds, courses and distances is set forth in the patent thereof recorded in Vol. 380 at pages 125 to 126 inclusive of the Record of Mining patents in the General Land Office at Washington, D. C., and in Book 1 of Deeds, pages 74 to 77 inclusive of the record of deeds of Skamania County, Washington, reference to said patent and records is hereby made for a more particular and detailed description of said premises.

Also that certain group of mining claims known as the INDEX Group, consisting of Index No. 1, Index No. 2, Index No. 3, Index No. 4, Index No. 5, Index No. 6, Index No. 7, Index No. 8, Index No. 9, Index No. 10, Index No. 11, Index No. 12, designated by the Surveyor General as Lot No. 779, embracing a portion of Sections 17, 18, 19 and 20, in township 10 North of Range 6 East, W. M., said several mining claims constituting one entire group and parcel, and containing 247.932 acres. The particular description of said several claims by metes and bounds, courses and distances is more fully set forth in the patent thereof, which is recorded in Vol. 428, at pages 268 to 283 inclusive of the record of mining patents in the General Land Office at Washington D. C. and in Book K at pages 1 to 6 of the record of deeds of Skamania County, Washington, reference to said patent and records is hereby made for a more detailed and particular description of said lode mining claims.

Also that certain group of lode mining claims known as the DENMARK GROUP, consisting of the Denmark Discovery Lode, Norway Discovery Lode and the Norway Northwest Discovery Lode claims, designated by the Surveyor General as Lot No. 620, and situate in Section 31 in township 10 north of Range 6 East, W. M., containing 44.999 acres, more or less, according to the official survey thereof, said lode claims constituting one parcel of land. The particular description by metes and bounds, courses and distances of said lode claims is set forth in the patent thereof, recorded in Volume 370 at pages 96 to 100 inclusive, of the records of mineral patents in the General Land Office at Washington, D. C., and in Book 1 at pages 71 to 76 of the deed records of Skamania County. Reference to said patent and records is hereby made for a more detailed and particular description thereof.

Together with all and singular the said lodes, and all the dips, spurs and angles thereof, and also all metals, ores, minerals, rock and earth therein, and all tunnels, shafts, ore dumps, workings, cuts and adits thereon, and all tools, buildings, wharves, boats, tools, machinery, barges and appliances of any and every kind now on said properties or belonging thereto and to the first party, and any and all water and riparian rights held by the first party or incident to the said properties, or any thereof.

WHEREAS, the Second Party desires an option to purchase said property;

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties IT IS AGREED As follows:

1. The Second Party shall take and have full possession of said property and shall by the 30th day of May, 1929, or as soon before or after said date, as weather conditions will permit, commence the work of investigating and working said mine, by sampling the ores and minerals exposed in the workings now open and, if advisable, shall extend the existing tunnels and open new workings, topes, tunnels, shafts, upraises and otherwise develop the ore bodies and ship the ore extracted to smelters or other reduction works.

2. The Second Party shall prosecute said development work with diligence and complete his investigation on or before December 1, 1930, and shall expend in such work not less than \$25,000.00 within one year after May 30, 1929, and shall so expend an additional \$25,000.00 before December 1, 1930, if the option to purchase hereinafter granted is not exercised before said date. He shall open the existing workings and put the same in good working condition and shall repair the buildings and put the whole property in as good condition as good operation may require.

3. If ore is mined and shipped in commercial quantities prior to the exercise of said option to purchase, fifteen (15%) per cent of all sums received by the Second Party from the smelter or other reduction works or purchaser shall be paid monthly to the First Party in the same manner as hereinafter provided in the event the premises are purchased by the Second Party, and any sums so paid to the First Party shall be credited upon the purchase price in the event that the Second Party exercises his option to purchase.

4. The Second Party shall proceed with the work of investigation continuously except as he may be interrupted by the elements, winter, or other reasons beyond his control.

5. The First Party gives and grants unto the Second Party the right and option to purchase the premises at any time on or before the 1st day of December, 1930, for Four Hundred Thousand (\$400,000.00) Dollars cash, or for Six Hundred Fifty Thousand (\$650,000.00) Dollars to be paid at the times and in the manner hereinafter set forth. If the Second Party shall elect to exercise said option he shall give written notice of his election to purchase to the First Party and to the Security Savings and Trust Company, of Portland, Oregon, on or before said date.

6. In the event that the Second Party does not elect to purchase the premises on or before December 1, 1930, he shall immediately thereafter surrender possession of the premises, together with all improvements made thereon to the First Party and shall have no further right, title or interest therein or claim against the first party by reason of this agreement or any expenditures that he may have made in or upon the premises. And in that event the second party shall also deliver to the first party a copy of all assay maps, flow sheet records, mill tests, smelter tests and other records of value to the First party, made during the period of examination and investigation of the premises, and shall give the First Party a written statement of his reasons for not electing to purchase.

7. Upon the execution of this agreement the First Party shall forthwith execute a good and sufficient warranty deed, by its terms conveying the premises to the Second Party or assigns, free from incumbrances, or claims existing at the time of the execution of this agreement, or which may hereafter be placed thereon by reason of any act or omission of the First Party. The First Party shall deliver said deed to the Security Savings and Trust Company, an Oregon corporation, to be held in escrow pursuant to the terms of this agreement.

8. The First Party shall at its expense, upon the execution of this agreement procure and deliver to the Second Party a complete abstract of Title to the real property herein described, showing a good and marketable title in the First Party. If the Second Party finds said title defective he shall give the First Party written notice of the defects therein within twenty (20) days after receipt of the abstract, and the First Party shall have

a reasonable time in which to free the title from said defects. If the First Party is unable to procure a good and marketable title with reasonable effort, it may pay to the second Party the amount expended for investigation and development of the property pursuant to the terms hereof, and rescind this contract, and thereby free itself from all liability hereunder.

9. In the event that the Second Party shall elect to purchase for Four Hundred Thousand (\$400,000.00) Dollars, cash, he shall pay said purchase price in full to the First Party, upon the title being found clear and marketable, and simultaneously with the payment of the purchase price, the Security Savings and Trust Company shall deliver the deed hereinbefore mentioned to the Second Party or his assigns.

10. In the event that the Second Party shall elect to purchase for Six Hundred Fifty Thousand (\$650,000.00) Dollars, to be paid on the terms hereinafter provided, the abstract of title herein mentioned, shall be deposited with and held by the said Security Savings and Trust Company together with the deed above mentioned, and delivered to the Second Party upon the full purchase price being made, together with the said deed. Provided however, that the Second Party may have the said Abstract at any time while the said purchase price is being paid for such time as may be necessary if desired to inspect the title or any detail thereof, said abstract shall be returned to the said Security Savings and Trust Company for custody when such inspection is completed.

11. In the event that the Second Party shall elect to purchase for Six Hundred Fifty Thousand (\$650,000.00) Dollars to be paid on terms, he shall proceed with the operation of the premises, or such part thereof as are fit and suitable for mining and erect such works, mills, structures and buildings as may be necessary or convenient for the economical operation thereof and the treatment of the ores mined therefrom, and work such ore deposits as may be practicable and where transportation maybe had, in a miner-like manner and with convenient despatch, and cause the ores extracted to be transported to such smelter as may be best suited for the reduction thereof and cause the same to be therein reduced. All of which shall be done as rapidly as may be advisable under the circumstances. While the mine is being so operated the Second Party shall extract valuable ores to the extent that may be reasonably practicable with a force of at least six men.

12. The Second Party shall pay monthly to the First Party fifteen (15%) per cent of all sums received from the smelter or other purchaser of the ore sold. All sums so paid to first party shall be credited upon the purchase price and when the full sum of Six Hundred Fifty Thousand (\$650,000.00) Dollars shall have been paid the Security Savings and Trust Company shall deliver said deed and abstract to the Second Party. Provided, however, that the Second Party may at any time pay First Party the unpaid portion of said purchase price of Six Hundred Fifty Thousand (\$650,000.00) Dollars and obtain the deed and abstract from said Trust Company.

13. The Second Party shall keep the premises and equipment used thereon free from all liens, attachments, and other charges of like nature, and shall pay the general property taxes payable during the year 1930 and each subsequent year before the same become delinquent year before next and neither the First Party nor the premises shall be held liable for any claim against or indebtedness of the Second Party.

14. The First Party shall not be liable for any cost or expense incurred in connection with the work of investigating and developing the premises, nor for any payment of any commission earned by or incurred by the Second Party in connection with a sale of this option or the rights created by this agreement, nor shall any such cost, expense, or commission be credited on the purchase price.

15. The First Party shall have reasonable access to the Second Party's account books and records until the full purchase price is paid.

16. The First Party reserves the right to convey the surface ground of a tract of not to exceed ten acres on the lake shore to the Young Men's Christian Association such tract shall be situated where it will not interfere with or impede the Second Party, and the location and description thereof shall be approved by the Second Party, and the merchantable timber on any such tract shall be credited on the purchase price of said properties, herein optioned at the rate of \$.50 per thousand feet B M.

17. This agreement is subject to a lease between First Party and James Menane, dated May 15, 1928, a copy of which is hereto attached.

18. The Second Party shall not commit any strip or waste and shall not cut or sell timber, except that he may cut and use such timber as may be required or necessary for use on the premises, and shall operate and mine only such portions of the premises as may have practicable transportation, and shall not be required to operate the properties on the Green River slope until roads are extended to said properties.

19. The Second Party shall take possession of the premises, and the workings, dumps and machinery shall be taken over and operated by him actively and continuously (except as herein provided) within the time hereinabove stipulated. A wilful failure to prosecute the work for a period of thirty days prior to the exercise of this option, or for ninety (90) days thereafter shall constitute a default on the part of the Second Party unless such failure is excusable for the reasons next following. It is understood that the premises are situated in high mountains where snow fall and rains render operations impracticable for considerable portion of the year and that any failure to operate caused by climatic conditions, the condition of roads (not caused by Second Party's neglect), Acts of God, the usual winter season, or other conditions beyond the control of the Second Party, shall be considered excusable. It is also understood that in case the price of copper shall drop to thirteen (13¢) cents or less per pound and the operation of the mine cannot be conducted with profit for that reason, the Second Party may suspend operations until the price received for copper shall again exceed thirteen (13¢) cents per pound, provided however that this exception shall not apply to the period prior to Second Party's exercise of his option to purchase.

20. Time is of the essence of this agreement and in case Second Party shall fail to make any payment or expenditure which he is obligated to make, punctually, or fails to keep any agreement herein contained, this contract shall, at the option of the First Party, become null and void, and all rights, and interests created or then existing in favor of the Second Party against the First Party, or to any payments or expenditures theretofore made, shall cease and determine and the right to possession of the premises above described, and all other rights acquired by the Second Party hereunder shall revert to and revest in the First Party without any act of re-entry, or any other act of the First Party to be performed, and without any right of the Second Party to return, reclamation or compensation for moneys paid or received on account of this agreement, as absolutely, fully and perfectly as if this contract and such payments had never been made, and the Security Savings and Trust Company shall return the deed to the premises to the First Party and in case of such default all payments theretofore made on account of the purchase price are to be retained by and belong to the First Party as the agreed reasonable rent of the premises to the date of default. And in case of such default the First Party may take immediate possession of the premises and any improvements and appurtenances thereon or thereto belonging, without any process of law. The remedies herein provided are not exclusive but in addition to such

remedies as are by law provided.

IN WITNESS WHEREOF, First Party has caused this instrument to be duly executed on its behalf by its President and Secretary, and its corporate seal to be hereunto affixed, pursuant to a resolution of its Board of Directors duly adopted, and the Second Party has hereunto set his hand and seal, all on the day and year first herein written.

Mt. St. Helens Consolidated Mining Company

By J. P. Tamiesie, President

(Mt. St. Helens Consolidated Mining Co. Seal.)

MT. ST. HELENS CONSOLIDATED MINING COMPANY

By J. C. Hamilton (First Party)

C. W. Riddell (Second Party)

STATE OF OREGON }

County of Multnomah }

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BE IT REMEMBERED, That on this 22nd day of April, 1929, before me the undersigned, a Notary Public in and for said County and State, personally appeared the within named Dr. J. P. Tamiesie and J. C. Hamilton, who are personally known to me to be the president and Secretary respectively of the Mt. St. Helens Consolidated Mining Company, and to be the individuals named in and who executed the within and foregoing instrument, and each acknowledged to me that he signed and sealed the same as and for the act and deed of the said MT. ST. HELENS CONSOLIDATED MINING COMPANY, pursuant to a resolution of the Board of Directors of said corporation, and the said J. C. Hamilton being first duly sworn said that he is the Secretary of the MT. ST. HELENS CONSOLIDATED MINING COMPANY and the custodian of the corporate seal thereof; that the seal affixed to said instrument is the corporate seal of said corporation and was affixed thereto by direction of the Board of Directors of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the day and year in this certificate last above written.

L. Hazalton, NOTARY PUBLIC FOR
OREGON, my commission expires Sept. 11th, 1932.

(Notarial Seal)

Filed for record this 24th day of June, 1929 at 8:30 A.M. o'clock.

L. C. Chesser
Auditor.

#15789

Mt. St. Helens Consolidated Mining Company to James Menane

This lease entered into this 15th day of May 1928 between the Mt. St. Helens Consolidated Mining Company, herein after called the party of the first part and James Menane hereinafter called the party of the second part.

The party of the first part hereby leases to the party of the second part their property in Section 12, Township 9 North, Range 5 East of the Willamette Meridian, situated on Spirit Lake in Skamania County, Washington: such property consisting of most of the two mining claims known as The Falls and Spirit Lake, consisting of about 40 acres more or less.

The land under lease, as described above, shall include a five-acre tract in The Falls Mining claim, known as the Prince five-acre tract, but does not include a five-acre tract deeded to E. L. Harmon by the Mt. St. Helens Consolidated Mining Company; however, it is the wish and desire of the party of the first part to secure possession of the five-acre tract known as the Harmon tract and if this can reasonably be done by the party of the first part, this tract shall also automatically become a part of the property under this lease.