Together with all and singular, the improvements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One Thousand Dollars gold coin of the United States to be paid on or before the Fifteenth Day of September, 1898. which sum of money is to be paid to the party of the first part in person, or by depositing same to the credit of the said party of the first part in the First National Bank of Vancouver, Washington at the time herein specified.

The party of the first part, their heirs, executors, administrators and assigns shall on the 15th day of September, or at any time before, upon payment of the said sum of money and the performance of the conditions herein contained, make, execute and deliver to the party of the second part, or to such person, or persons as may be designated, good and sufficient deed or deeds of all of the above described property, conveying a clear and perfect title, except the fee simple of the United States, free from all incumbrances, with a covenant that the annual expenditure has been made as required by law.

And it is hereby and herein agreed that the said party of the second part shall enter into immediate possession of said mine and commence within fifteen days thereafter working and improving same for the purpose of testing said mine, and in possession thereof shall exercise full control of same and of the product thereof, and shall be entitled to dig, mine, excavate, tunnel, sink shafts or in other manner work and operate same for the purposes herein mentioned, and to take therefrom ore and mineral bearing rock from any part thereof, and shall own four fifths of the ore so mined, control and ship same for the said party of the second part's use and benefit. Provided however that said party of the second part shall account for and deliver to said party of the first part in sacks at said mine a one fifth part of the gross output thereof. Said sacked ore to be equal in every respect to the ore retained, retained or sold, milled, or shipped by said parties of the second part as profitable ore.

It is herein further provided and agreed that the One-Fifth interest in said mine retained by said party of the first part shall be absolutely non-assessable for all time unless otherwise agreed upon and the party of the second part is bound and hereby agrees that in case of sale or assignment of the said four-fifths interest