

or cause to be performed in the year 1898 prior to
 the limitation of this contract not less than One hundred
 Dollars (\$100,00) worth of work on each of the foregoing
 named claims, the object of this provision being that the
 party of the second part shall perform the assessment
 work required by the Statutes of the United States on un-
 patented claims for the year 1898, at his expense and
 under his direction or that of his representatives or assigns.

The parties of the first part, their heirs, executors,
 administrators and assigns shall on the first day of
 November, 1898 or at any time before upon payment
 of said sum of money hereinbefore mentioned, make,
 execute and deliver unto the party of the second part or
 to such person or persons as he shall designate good
 and sufficient deed or deeds of all the above described
 property, conveying a clear and perfect title (except
 the fee simple of the United States) free from all encumbrances,
 with a covenant, that the annual expenditure have been
 made thereon as required by law. Now if the party
 of the second part shall fail to pay the sum or sums
 of money as hereinbefore provided or shall fail to perform
 his covenants regarding the assessment work for the years
 1897 and 1898, and if the parties of the first part shall
 faithfully perform the covenants herein set forth then this
 obligation shall be null and void, otherwise to be and
 remain in full force and effect. The parties of the
 first part furthermore agree and assent to bind themselves,
 their heirs, executors and assigns to permit and hereby
 authorize the party of the second part or his representatives,
 heirs or assigns to extract, ship and market such ore
 as he or they may find on any of the foregoing named
 claims upon the distinct and express understanding that
 whatever net proceeds may remain over and above the
 cost of mining, transportation and treatment shall
 be deposited at the Bank of Todd & Tiltons, at Portland
 Oregon, to the credit of the parties of the first part and
 applied by them as first payment of the purchase price
 of the foregoing property.

In witness whereof we have hereunto set our
 hands and seals this 8th day of May 1897,

(Lover)