

SIX PER CENT (6%) PER ANNUM UNTIL PAID; AND WHICH SAID SUMS OF FOUR HUNDRED DOLLARS AND NINETY SIX HUNDRED DOLLARS ABOVE MENTIONED, SHALL BE PAID AND DISCHARGED AT THE TIMES AND IN THE MANNER FOLLOWING,

THE SAID PARTIES OF THE SECOND PART SHALL ACCOUNT UNTO THE SAID PARTY OF THE FIRST PART FOR TWENTY-FIVE PER CENT (25%) OF THE GROSS RECEIPTS OF ALL PRECIOUS METALS AND ROCK AND ORE BEARING PRECIOUS METALS TAKEN FROM SAID MINING CLAIMS OR FROM ANY OR EITHER OF THEM UNTIL SAID SUMS AND THE INTEREST SHALL HAVE BEEN PAID IN FULL, AND FROM SAID TWENTY-FIVE PER CENT OF SAID GROSS RECEIPTS THE SAID PARTIES OF THE SECOND PART SHALL FIRST PAY THE SAID SUM OF FOUR HUNDRED DOLLARS AND THE INTEREST THEREON TO SAID ROSLYN COAL & COKE COMPANY IN PAYMENT AND DISCHARGE OF SAID MORTGAGE AND AFTER THE SAME SHALL HAVE BEEN FULLY PAID BOTH AS TO PRINCIPAL SUM AND INTEREST, SAID TWENTY-FIVE PER CENT OF SAID GROSS RECEIPTS SHALL THEREAFTER BE PAID UNTO THE SAID PARTY OF THE FIRST PART UNTIL SAID SUM OF NINETY-SIX HUNDRED DOLLARS AND THE INTEREST (IF ANY) SHALL HAVE BEEN FULLY PAID AND DISCHARGED; IT BEING UNDERSTOOD AND AGREED BY AND BETWEEN THE SAID PARTIES HERETO THAT THE SAID PARTIES OF THE SECOND PART SHALL, AND THEY EACH OF THEM HEREBY AGREE, TO RENDER UNTO THE SAID PARTY OF THE FIRST PART AN ACCOUNT OF ALL PRECIOUS METALS AND ROCK AND ORE BEARING PRECIOUS METALS TAKEN FROM SAID MINING CLAIMS OR FROM EITHER OR ANY OF THEM, WHICH SAID ACCOUNT SHALL BE SO RENDERED ON THE FIRST DAY OF EACH AND EVERY MONTH HEREAFTER UNTIL SAID SUMS AND THE INTEREST SHALL HAVE BEEN FULLY PAID, AND WHICH SAID ACCOUNT SHALL COVER ALL SUCH PRECIOUS METALS AND ORE AND ROCK SO TAKEN AND ALL GROSS RECEIPTS THEREFOR RECEIVED DURING THE MONTH NEXT PRECEDING, AND ON THE FIRST DAY OF EACH MONTH THE SAID PARTIES OF THE SECOND PART SHALL PAY SAID TWENTY-FIVE PER CENT OF SAID GROSS RECEIPTS RECEIVED DURING THE SAID MONTH NEXT PRECEDING UNTO SAID ROSLYN COAL & COKE COMPANY AND THE SAID PARTY OF THE FIRST PART UNTIL SAID SUMS AND THE INTEREST SHALL HAVE BEEN FULLY PAID AND DISCHARGED.

IT IS FURTHER AND SPECIFICALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE SAID PARTIES HERETO, THAT, IN THE EVENT SAID TWENTY-FIVE PER CENT OF SAID GROSS RECEIPTS SHALL BE INSUFFICIENT TO PAY SAID MORTGAGE DEBT AND THE INTEREST BEFORE MATURITY THEREOF, THE SAID PARTIES OF THE SECOND PART SHALL AND THEY HEREBY AGREE TO PAY AND DISCHARGE THE SAME AT OR BEFORE THE MATURITY THEREOF; AND THAT, IN THE EVENT SAID PER CENT OF GROSS RECEIPTS SHALL BE INSUFFICIENT TO PAY AND DISCHARGE SAID SUM OF NINETY-SIX HUNDRED DOLLARS AND THE INTEREST BEFORE MAY 1ST, 1927, THE SAID PARTIES OF THE SECOND PART SHALL AND THEY HEREBY AGREE TO PAY ON MAY 1ST, 1927 SUCH PORTION THEREOF AS SHALL BE THEN UNPAID AND THE INTEREST.

IT IS FURTHER UNDERSTOOD AND AGREED BY AND BETWEEN THE SAID PARTIES HERETO THAT SAID MINING CLAIMS ARE SUBJECT TO THE LIEN OF THE SAID MORTGAGE HEREINBEFORE MENTIONED AND THAT ONE JOHN A. MCCARTHY HAS A RIGHT TO ENTER INTO AND UPON THE SAID JEFFERSON MINING CLAIM AND TO MINE AND EXTRACT THEREFROM IRON SULPHIDES AND IRON PYRITES UNDER THE TERMS OF A CONTRACT BEARING DATE OCTOBER 16TH, 1924 AND EXECUTED BY SAID MCCARTHY AND THE SAID PARTY OF THE FIRST PART.

THE SAID PARTY OF THE FIRST PART HEREBY AGREES TO DEFEND THE RIGHT TO POSSESSION OF SAID MINING CLAIMS AND THE POSSESSION OF THE SAID PARTIES THERETO AS AGAINST ALL ENCUMBRANCES THEREON AND ADVERSE CLAIMS THEREIN AND THERETO, EXCEPTING AS TO SAID MORTGAGE AND ADVERSE CLAIM OF SAID MCCARTHY HEREINBEFORE MENTIONED, EXISTING AT THE DATE HEREOF, AND IN THE EVENT THAT CERTAIN ACTIONS BE INSTITUTED IN ANY COURT THE SAID PARTIES OF THE SECOND PART SHALL HAVE THE RIGHT TO EMPLOY AT