

THE EXPENSE OF THE SAID PARTY OF THE FIRST PART OTHER ATTORNEYS THAN MAY BE EMPLOYED BY THE SAID PARTY OF THE FIRST PART TO DEFEND SUCH TITLE, AND RIGHT TO POSSESSION, REASONABLE COUNSEL FEES AND COSTS NECESSARILY EXPENDED IN SUCH DEFENSE TO BE RETAINED BY THE SAID PARTIES OF THE SECOND PART FROM SAID TWENTY-FIVE PER CENT OF SUCH GROSS RECEIPTS HEREINBEFORE MENTIONED AND PAYABLE AFTER THE COMMENCEMENT OF SUCH ACTIONS.

POSSESSION OF SAID MINING CLAIMS AND OF SAID WATER RIGHT SHALL BE DELIVERED TO SAID PARTIES OF THE SECOND PART IMMEDIATELY UPON THE EXECUTION AND DELIVERY OF THIS CONTRACT.

THE SAID PARTIES OF THE SECOND PART HEREBY AGREE, THAT UNLESS PREVENTED BY CAUSES BEYOND THEIR CONTROL, TO COMMENCE THE EXTRACTION OF PRECIOUS METALS AND ROCK AND ORE BEARING PRECIOUS METALS FROM SAID MINES ON JULY 1ST, 1925,

THE SAID PARTIES OF THE SECOND PART HEREBY AGREE TO DO AND PERFORM THE ANNUAL REPRESENTATION ON SAID CLAIMS AND EACH OF THEM FOR THE YEAR 1925 AND EVERY YEAR THEREAFTER AND TO DULY FILE AFFIDAVIT THEREOF.

IT IS FURTHER AGREED THAT CO-EXISTANT WITH THE EXECUTION HEREOF THE SAID PARTY OF THE FIRST PART SHALL EXECUTE A QUIT CLAIM DEED CONVEYING SAID INTEREST IN SAID CLAIMS AND HIS ASSIGNMENT OF SAID INTEREST IN SAID WATER RIGHT UNTO THE SAID PARTIES OF THE SECOND PART, WHICH SAID DEED AND ASSIGNMENT SHALL BE PLACED IN FIRST GUARANTY BANK, CENTRALIA, WASHINGTON, UNDER INSTRUCTIONS FOR THE DELIVERY THEREOF UPON SAID PAYMENTS HEREINBEFORE MENTIONED BEING DULY MADE, AND FOR THE RETURN THEREOF UNTO THE SAID PARTY OF THE FIRST PART AS HEREINAFTER SET FORTH.

IT IS FURTHER AGREED BY AND BETWEEN THE SAID PARTIES HERETO, THAT TIME AND THE PROMPT PAYMENT OF THE SUMS HEREINBEFORE MENTIONED, AND DUE PERFORMANCE OF THE THINGS AGREED TO BE DONE BY THE SAID PARTIES OF THE SECOND PART AS IN THIS CONTRACT SET FORTH, IS THE ESSENCE OF THIS CONTRACT, AND THAT UPON DEFAULT IN SAID PAYMENTS OR ANY THEREOF AND BREACH OF ANY OR EITHER OF THE COVENANTS BY THE SAID PARTIES OF THE SECOND PART AS IN THIS CONTRACT CONTAINED AND SET FORTH, AND MADE, THE SAID PARTY OF THE FIRST PART SHALL HAVE THE RIGHT TO DECLARE A FORFEITURE OF THIS CONTRACT BECAUSE OF SUCH DEFAULT OR BREACH, AND UPON SUCH FORFEITURE BEING DECLARED AS HEREINAFTER SET FORTH ALL PAYMENTS THERETOFORE MADE ON SAID PURCHASE PRICE, AS WELL AS SAID ^{CASH} PAYMENT MADE UPON THE EXECUTION HEREOF, SHALL BE RETAINED BY THE SAID PARTY OF THE FIRST PART AS LIQUIDATED DAMAGES HEREUNDER, AND THE SAID PARTY OF THE FIRST PART SHALL THEN AND THEREUPON BE RELEASED FROM ALL OBLIGATIONS HEREUNDER AND SHALL HAVE AND RECEIVE AND THERE SHALL BE DELIVERED UNTO HIM THE SAID DEED AND ASSIGNMENT SO TO BE DEPOSITED IN SAID BANK DECLARATION OF SUCH FORFEITURE ON ACCOUNT OF DEFAULT IN PAYMENT AND /OR BREACH OF COVENANT TO BE MADE BY WRITTEN DECLARATION THEREOF, SERVED ON THE SAID PARTIES OF THE SECOND PART BY MAIL. ADDRESSED TO THE SAID PARTIES OF THE SECOND PART AT CENTRALIA, WASHINGTON, WHICH DECLARATION SHALL SPECIFY THE DEFAULT AND/OR BREACH RELIED UPON WITH NOTICE TO PERFORM WITHIN THIRTY DAYS FROM AND AFTER SUCH MAILING OF SUCH DECLARATION AND IN FAILURE THEREOF SAID PARTIES OF THE SECOND PART SHALL HAVE NO FURTHER RIGHT TO THE POSSESSION OF SAID CLAIMS OR ANY THEREOF AND POSSESSION THEREOF SHALL BE PROMPTLY DELIVERED TO THE SAID PARTY OF THE FIRST PART.

IN THE EVENT THAT SECOND PARTIES ARE THEMSELVES HELD UP FROM WORKING SAID CLAIM AS CONTEMPLATED BY AND THRU A COURT ACTION REQUIRING SECOND PARTIES