

THIS MEMORANDUM OF AGREEMENT, Made and entered into this 29th day of September, 1927, by and between ROLLAND WHITMORE, party of the first part, and C. L. GRIMSMOE, party of the second part, WITNESSETH:

That, whereas, the party of the second part has this day loaned to the party of the first part the sum of Ten Thousand Dollars (\$10,000.00) for a period of one year with the right of extension of time thereafter for such period as the parties hereto may agree upon, not less than an additional year, and

Whereas, said sum is represented by a promissory note executed by first party in favor of second party for the said sum of Ten Thousand Dollars (\$10,000.00), with interest thereon at the rate of 8 1/2 per cent per annum, said note bearing even date herewith, and

Whereas, second party desires additional security for the payment of said note in accordance with its terms and tenor;

NOW, THEREFORE, for and in consideration of the premises, first party hereby sells, assigns and sets over to second party all of his right, title and interest in and to certificates numbered 290, 431, 439, 635 and 636 of Sunshine Mining Company, said certificates of stock representing twenty thousand shares of the capital stock of said Company. It is understood and agreed that the said certificates of stock and the shares represented thereby are now held by the Guaranty Trust Company, of Yakima, Washington, in accordance with the terms of a certain pooling contract among the divers stockholders of said Sunshine Mining Company, dated June 6, 1924, which said pool expires on December 31, 1927, and this assignment is made subject to said pooling agreement. The parties hereto further agree that the said stock shall upon the expiration of said pool be left with the Guaranty Trust Company subject to the



terms and conditions of any pooling contract which may be made among the stockholders of said Company for such further period as the said stockholders shall agree to maintain such pooling contract.

It is further agreed that while the said stock is being held as collateral under this assignment the first party is to receive all dividends paid upon said stock.

It is further agreed that this assignment is for collateral security only and that upon the payment of said note by the said first party said second party will re-assign the right herein conveyed to first party, but in the event that first party shall fail to pay said note when due or within the period of the extension herein agreed to be given, then and in such case second party is hereby authorized to sell the whole or any part of said collateral at public or private sale at any time or times thereafter, and after deducting any legal or other costs and expenses to apply the residue from the proceeds of said sale upon said note, thereafter paying to first party the excess or surplus, if any, which may result from the sale of said collateral.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands in duplicate the day and year first above written.

Rolland Whitmore  
First Party.

C. L. Grismoe  
Second Party.

STATE OF WASHINGTON. )  
County of Yakima. ) SS.

I, the undersigned, a Notary Public in and for said State, do hereby certify that on this 29th day of September, 1927, before me personally appeared ROLLAND WHITMORE and C. L. GRISMOE, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses therein mentioned.

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

Paul Sherman  
Notary Public for Washington,  
residing at Yakima.



ourt of the State of  
in and for the  
f Yakima

Due and legal service of the within accepted  
and copy received this      day of  
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Attorney for

s.  
Plaintiff

Defendant

ABERGE

A. WASHINGTON