

J W Bailey
and
Frank Abadie

Agreement.

Memorandum of Agreement made and entered into this thirtieth day of June A.D. one thousand eight hundred and seventy four by and between James W. Bailey of Ruby Hill in the County of Eureka and State of Nevada the party of the first part and Frank Abadie of the Town of Eureka County and State aforesaid the party of the second part, Massachusetts, that whereas the said party of the first part did on the twenty fourth day of January A.D. 1874 sell and convey by good and sufficient deed to the said party of the second part, all of the right title interest and estate and estate of the

said party of the first part, of, in, and to that certain piece, parcel or lot of land, situated, lying and being on Ruby Hill aforesaid, in said County of Esmeralda and State of Nevada, and being that certain lot of land lying immediately north of and adjoining that lot or piece of ground upon which the drug store of Dr. Suter is situated; And which said lot of land so conveyed by said Deed is thirteen (13) feet in front and running back the same width a distance of one hundred (100) feet. And whereas the said party of the second part did on the twenty ninth day of January A.D. 1874, did enter into a certain indenture whereby he the said party of the second part did covenant promise and agree to and with the said party of the first part to convey to him the said party of the first part the premises aforesaid with the appurtenances, provided the said party of the first part should on or before the first day of June A.D. 1874, should pay or cause to be paid to the said party of the second part the sum of Five hundred dollars in gold coin of the United States. And whereas the said party of the first part has failed to pay to the said party of the second part the said sum of Five hundred dollars or any part thereof according to the tenor and effect of said indenture, and whereas the said party of the second part has since the execution and delivery of said indenture advanced to and paid for said party of the first part the further sum of Two hundred and eighty eight dollars in Gold Coin for which additional sum of \$288⁰⁰ the said party of the first part is now indebted to the said party of the second part.

Now in consideration of the premises the said party of the second part does hereby promise covenant and agree to pay to said party of the first part the said sum of Five hundred dollars and also the further sum of Two hundred and eighty eight dollars with interest on said last named sum at the rate of three (3) per cent per month all in gold coin of the United States on or before the fifteenth day of August A.D. 1874; and the said party of the second part does hereby promise, covenant and agree on the payment to him of the sum of money and interest aforesaid, to convey to him the said party of the second part or to his assigns the premises above described, by good and sufficient deed of conveyance

by witnesses whereof the said parties hereto have hereunto set their hands and seals on the

day and year first above written.

J M Bailey.

Seal

J. Abadie.

Seal

Recorded at the request of Frank Abadie June 30th 1874
at 57 Main past 12 M.

J. J. Mumford

Recorder.