

J W Bailey

^{and}

Frank Madie

Agreement.

Memoorandum 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 Madie of the
Town of Eureka County and State aforesaid the
party of the second part, witnesseth, That whereas
the said party of the first part did 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 estates of the

Said party of the first part, of, and to that certain
piece, parcel or lot of land, situate, lying and
being on Ruby Hill aforesaid, in Said County of
Eureka and State of Nevada, and being that certain
lot of land lying immediately back of and
adjoining that lot or piece of ground upon which
the drug store of Dr. Suckers is situated; And which
said lot of land so conveyed by said Deed is
Nineteen (19) 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 Federation whereby
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 sum of Five hundred
dollars or any part thereof according to the terms
and effect of said Federation, And whereas the said
party of the second part has given the execution
and delivery of said Federation 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 \$88⁰⁰
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 assign
the premises above described, by good and sufficient
deed of conveyance.

In witness whereof the said
parties this day hereunto set
their hands and seals on the

day and year first above written.

J. W. Bailey. See

P. Abadie. See

Recorded at the request of Frank Abadie June 30th 1874
at 57 Main street 12 m.

J. J. Russell

Recorder.