

Charles Forbes }  
 with } Agreement.  
 D Mauchien }

Memorandum of Agreement made and entered into this twenty first day of November AD one thousand eight hundred and seventy four by and between Charles Forbes of the city and County of San Francisco, State of California, of the one part, and D Mauchien of the Town and County of Eureka, State of Nevada, of the other part. Whereas the said D Mauchien is desirous of acquiring the title to that certain lot piece or parcel of land situate lying and being in the Town of Eureka aforesaid, and described as follows, to-wit: Lot Numbered Seven (7) in Block Numbered one (1) as designated on the plat of the A. Mowse Survey of said Town of Eureka upon which said Lot piece or parcel of land is that certain Stone house erected by J Barou, and which said lot piece or parcel of land fronts on the West Side of Main Street twenty five (25) feet and runs back, with an uniform width of twenty five (25) feet, a distance of one hundred (100) feet. And whereas, the said lot piece or parcel of land has been sold at Sheriff's Sale, by the Sheriff of Eureka County aforesaid, and purchased by one John A. Payton, who holds the Certificate of Sale of said lot, made executed, and to him delivered by said Sheriff, September 28<sup>th</sup> AD 1874 by which said Certificate the said lot was conveyed to said John A. Payton, subject to redemption within six months next after the date last aforesaid. And whereas, the said Payton is willing to sell assign and transfer, the Certificate of Sale aforesaid for the sum of Seven thousand dollars in gold coin of the United States, and the said Charles Forbes is willing to lend the sum last aforesaid to said D Mauchien provided he can be secured in the payment of said sum, and the interest thereon, both by the said lot, and the improvements thereon and the individual responsibility of the said D Mauchien. Now therefore, For and in consideration of the sum of one dollar by each of the parties to this instrument to the other party thereto in hand paid, the receipt whereof is hereby acknowledged, the said Charles Forbes and the said D Mauchien have covenanted and agreed, and by these

present do covenant and agree to and with each other as follows to-wit:

First. I he said Charles Forbes  
 + (or Payton Co!). That he will pay to the said John A. Payton  
 the said sum of Seven thousand dollars in  
 Gold Coin of the United States and procure an  
 assignment to himself from the said John  
 A. Payton of the Certificate of Sale aforesaid.

2. That he will hold the said Certificate  
 of Sale until the period of redemption thereunder  
 shall have expired, and if no redemption of  
 the property aforesaid is effected, he will  
 procure the Sheriff's deed to the said property  
 to himself and immediately thereafter convey  
 to the said D. Mauchien by a good and sufficient  
 deed all his right title and interest in and  
 to the property aforesaid, derived under the  
 Certificate aforesaid and the said Sheriff's deed  
 or in any manner.

3. That if the said property be redeemed  
 then he will collect the redemption money  
 therefor, retain any principal and interest  
 that may be due him under and by virtue  
 of the terms of a certain promissory Note  
 hereinafter referred to, so that he shall be  
 fully paid the principal sum of Seven  
 thousand dollars, and interest as provided  
 for by said Note, in Gold Coin of the United  
 States and then pay over the balance in his  
 hands and deliver the said Note cancelled  
 to said D. Mauchien provided however and the  
 said D. Mauchien expressly covenants and agrees  
 that in any event the said Charles Forbes  
 shall be paid not less than four months  
 interest according to the terms of said Note.

4. That in the event of the partial or  
 total destruction of the improvements upon  
 the property aforesaid by fire, and the collection  
 by him of the monies then due under the  
 policy or policies of insurance hereinafter  
 mentioned, he will apply the said monies  
 and deliver the said Note, exactly as provided  
 in the last paragraph of this instrument, and  
 subject to the proviso therein contained, provided  
 however and the said D. Mauchien expressly  
 covenants and agrees that in the event of any  
 failure on the part of said D. Mauchien to  
 pay any taxes or assessments due or that  
 may become due on the property aforesaid  
 or to pay the premiums or premiums due  
 or that may become due upon the said  
 policies or policies of insurance; or to keep



up the said Insurance the said Charles Forbes may pay the same and keep up the said Insurance and on each payment for any of these purposes from the date thereof shall receive interest at the rate and on the terms of said Note, and shall retain the amount of such payments, and the interest due thereon out of any monies that may come to his hands either through a redemption of said property or the partial or total destruction of the improvements thereon by fire.

Second. The Said D. Mauchey.

1. That contemporaneously with the execution and delivery of this agreement, and as a part of the transaction therein provided for, he will execute and deliver to said Charles Forbes his certain promissory note of even date with this present, to which said promissory note reference is hereby made in the same manner as if the same were herein recited, and that, Subject to the terms of this agreement he will pay the said promissory note in precise accordance with the terms thereof.

2. That contemporaneously with the execution and delivery to him by the said Charles Forbes of the conveyance herein above provided for, and as a part of the same transaction, if no redemption of the <sup>said</sup> property shall be effected, he will execute acknowledge, and deliver to the said Charles Forbes, his certain indenture of Mortgage upon the property aforesaid conditioned for the payment of the promissory note aforesaid, in precise accordance with the terms thereof and containing similar provisions to the said promissory note in the event of non payment of any installment of Principal or interest due or that may become due thereon, and authorizing the said Charles Forbes immediately to foreclose the said Mortgage whenever the said Promissory note, by its terms can be considered due, and containing full provisions in the usual form for the payment of <sup>taxes</sup> assessments, necessary expenses premiums on policies of Insurance and in the event of foreclosure, Counsel fees and for keeping the said property well insured, in the name of said Charles Forbes but at the expense of said D. Mauchey and providing for the payment of interest

at the rate and on the terms prescribed by the said promissory Note, on all payments made by said Charles Forbes for taxes, assessments, premiums or other necessary expenses in connection with the said property in the event of the neglect or omission of said D. Mauckin to pay the same and containing all the usual provisions contained in Mortgage of real property in the State of Nevada.

3 That in any event, the said Charles Forbes shall be paid and received the principal expressed in said promissory Note and interest for not less than four months according to the terms thereof in gold coin of the United States.

4 That he will pay all taxes and assessments that may have accrued or may accrue against the property aforesaid, including the improvements thereon, and all premiums that have or may become due on the insurance policy, now standing in the name of said John A. Bayton for the sum of seven thousand five hundred dollars or that he will fully keep the said property and improvements fully covered by insurance for the amount last aforesaid in the <sup>name of</sup> said Charles Forbes and pay the premiums thereon and that, in case of loss, subject to the terms of this agreement, such insurance money as may be recovered shall be collected by, and paid to the said Charles Forbes.

5 If he should fail or neglect to perform each and every of the <sup>promises and agreements</sup> covenants herein contained on his part to be kept, and performed then the said Charles Forbes, at his option may consider this agreement as annulled and void and shall be forthwith entitled to the use, occupation, possession, rents, issues and profits of all and every part of said property and premises.

It is further understood and agreed by and between the said Charles Forbes and the said D. Mauckin that the covenants, promises and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of the said Charles Forbes and the said D. Mauckin. In witness whereof the said Charles Forbes and the said D. Mauckin have set their hands and seals to these presents and to a duplicate thereof this day and year first above written.

Charles Forbes. [Seal] D. Mauckin [Seal]



Signed Sealed and Delivered  
in the presence of -  
(on the second page the words (of Payton & Co)  
on the Margin thereof before signing their  
present)

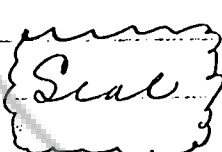
As to Charles Forbes  
Samuel Hermann.

As to D Mauchien.  
W J Lansing

State of California }  
City and County of San Francisco } S.

On this 28th day of  
December AD one thousand eight hundred and  
seventy four before me Samuel Hermann  
a Commissioner of Deeds for the State of Nevada  
duly appointed Commissioned and residing  
in aforesaid <sup>city</sup> County, personally appeared the  
within named the Charles Forbes whose name  
is subscribed to the annexed Instrument as a  
party thereto personally known to me to be  
the individual described in and who executed  
the said annexed instrument and he the  
said Charles Forbes acknowledged to me  
that he executed the same freely and volun-  
tarily and for the uses and purposes therein  
mentioned.

In Witness whereof I have hereunto  
set my hand and affixed my  
official Seal, in said County, this  
day and year in this Certificate first  
above written.

 Samuel Hermann  
Commissioner of Deeds for the State  
of Nevada.

State of Nevada }  
Eureka County of Eureka } S.

On this 28th day of  
December AD one thousand eight hundred and  
seventy four personally appeared before me  
Chas W Hubbard a Notary Public in and for  
the said County of Eureka D Mauchien, whose  
name is subscribed to the annexed Instrument  
as a party thereto personally known to me to  
be the same person described in <sup>no</sup> who executed  
the said annexed Instrument as a party thereto  
and said D Mauchien duly acknowledged  
to me that he executed the same freely  
and voluntarily and for the uses and  
purposes therein mentioned.

In Witness whereof I have hereunto  
set my hand and affixed my official

Real this day <sup>any</sup> year in this  
 Certificate first above written.

Chas H Hubbard  
 Notary Public

Seal

Recorded at the request of L J Lansing  
 Dec. 29 " AD 1874 at 30 min past 11 A.M.  
 J J Denmark Recorder  
 By James A Ames Deputy