

Charles Forbes }  
with } Agreement.  
D Mauchine }  
A Mackinie

Memoandum of Agreement made  
and entered into this twenty first day of November  
AD one thousand eight hundred and Sixty four  
by and between Charles Forbes of the City and  
County of San Francisco, State of California, of  
the one part, and D Mauchine of the Town and  
County of Eureka, State of Nevada, of the other  
part. Whereas the said D Mauchine is desirous  
of acquiring the title to that certain lot piece  
or parcel of land situated lying and being in  
the Town of Eureka aforesaid, and described  
as follows, to wit: Lot Numbered Sixty 171 in  
Block Numbered one 11 as designated on the  
plot of the of Monroe Survey of said Town of  
Eureka upon which said lot piece or parcel  
of land is that certain stone house erected  
by J Barow, 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  
Said 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 Mauchine  
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 Mauchine. 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 Mauchine  
have concurred and agreed, and by these

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

First. That the said Charles Forbes  
(or Payton &c). 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 MacKenzie 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 the said D MacKenzie provided however and the  
said D MacKenzie 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 hereinabove  
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 MacKenzie expressly  
covenants and agrees that in the event of any  
failure on the part of said D MacKenzie to  
pay any taxes or assessments due or that  
may become due on the property aforesaid  
or to pay the premium or premiums due  
or that may become due upon the said  
policy or policies of insurance, or to keep

up the said Insurance the said Charles Forbes may pay the same and keep up the paid 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'Albion,

1. That contemporaneously with the execution and delivery of this agreement, and as a part of the transaction herein provided for, he will execute and deliver to said Charles Forbes his certain promissory note of even date with these presents, 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 hereinabove 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 instalment 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 taxes, assessments, necessary expenses premiums on policies of insurance and in the event of foreclosure, counsel fees and for keeping the said property well secured, in the name of said Charles Forbes but at the expense of said D'Albion and providing for the payment of all

at the rate and on the terms prescribed by  
the said promissory note on all payment  
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 Mackine to pay the same and  
containing all the usual provisions contained  
in Mortgages 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 Payton 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 <sup>the promises and agreements</sup> the covenants  
contained on his part to be kept, as 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 Mackine that the covenants  
provisions and agreements herein contained  
shall apply to and bind the heirs, executors  
administrators and assigns of the said  
Charles Forbes and the said D Mackine, in  
the witness whereof the said Charles Forbes and  
the said D Mackine 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 Mackine Seal

Signed Sealed and Delivered  
in the presence of  
(on the second page the words (or Paylour & Co.)  
on the margin thereof before signing this  
present)

As to Charles Pordes

Sam'l Hermann.

As to D. Mauchine.

J. J. Lansing

State of California }  
City and County of San Francisco } \$8.  
} On this 1st day of

December AD one thousand eight hundred and  
seventy four before me Sam'l Hermann  
a Commissioner of Deeds for the State of Nevada  
duly appointed Commissioner and residing  
in aforesaid City, personally appeared the  
within named the Charles Pordes 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 Pordes acknowledged to me  
that he executed the same freely and volun-  
tarily and for the uses and purposes herein  
mentioned.

In witness whereof I have hereunto  
set my hand and affixed my  
official Seal, in said County, the  
day and year in this Certificate first  
page above written  
{ Seal } Sam'l Hermann  
Commissioner of Deed for the State  
of Nevada.

State of Nevada }  
Eureka County of Eureka } \$8.  
} On this 28<sup>th</sup> 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. Mauchine, whose  
name is subscribed to the annexed instrument  
as a party thereto personally known to me to  
be the same person described in who executed  
the said annexed instrument as a party thereto  
and said D. Mauchine duly acknowledged  
to me that he executed the same freely  
and voluntarily and for the uses and  
purposes herein mentioned

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

{  
our  
Seal  
our}

Seal this day <sup>any year in this</sup>  
Artificial Fire above written.  
Chas H Hubbard  
Notary Public

Recorded at the request of C J Sausing  
Dec. 29<sup>th</sup> A.D. 1874 at 30 min past 11 A.M.  
J D Penruddock Recorder  
By James & Anne Deputy