

Alexander Fraser

Agreement.

with

Neil McLeod and John McLeod.

This Agreement made and entered into the first day of September in the year of Our Lord, One thousand eight hundred and seventy five Between Alexander Fraser of the County of Eureka, State of Nevada, the party of the first part and Neil McLeod and John McLeod of the same place the parties of the second part witnesses: That the said party of the first part in consideration of the covenants and agreements on the part of the said parties of the second part hereinafter contained agrees to sell unto the said parties of the second part and said second parties agree to buy all those certain lots, pieces or parcels of land situate, lying and being in the Antelope Mining District, County of Eureka, and State of Nevada, and bounded and particularly described as follows, to wit: Three certain ten pieces or parcels of land, wood and timber ranches located in said Antelope Mining District and duly recorded with the description of the metes and bounds and plats thereof, in Liber A, Book of Surveys Records of Eureka Co, New on the pages and dates and in the names of the locators as follows viz:

First	160	acres by Edward McDorley	page 41	Oct 26th 1874
Second	160	" " Frank Cleaveland	" 49	
Third	160	" " S. Solomon	" 48	
Fourth	160	" " H. Phillips	" 45	
Fifth	160	" " Andrew Dunn	" 50	
Sixth	160	" " Jas. McLaughlin	" 47	
Seventh	160	" " Ed Drew	" 42	
Eighth	160	" " Donald Fraser	" 27	April 29, 1874
Ninth	160	" " John Roach	" 28	" " "
Tenth	160	" " Alex. Fraser	" 46	Oct 26 1874

And to let the parties of the Second part into the possession use and occupation of, each, all and every part of the said pieces of land and premises, with the right and privilege to cut and remove wood and timber and make and

remove coal therefrom, until the determination of this agreement during its pendency and until the parties of the second part shall have forfeited their rights under this agreement as hereinafter specified, for the sum of thirty five hundred (\$3500) dollars in U. S. Gold Coin, and the said parties of the second part in consideration of the premises agree to pay at Paxton & Co's Bank Elmer, Nevada for the say party of the first part the said sum of thirty five hundred (\$3500) dollars as follows to wit:

Five hundred (\$500) dollars on this on this first day of Sept AD 1875, the date of the execution of these presents and \$500⁰⁰ in U. S. Gold Coin on the 15th day of October AD 1875, and \$500⁰⁰ on the 15th day of each and every month after the said 15th day of October 1875 until the said sum of \$3500⁰⁰ in U. S. Gold Coin shall have been fully paid.

Provided however that the parties of the second part in case of necessity shall be allowed until the 30th day of each month in which to make the monthly payments herein without forfeiting their rights hereunder.

And the said parties of the second part agree to pay all State and County taxes, or assessments of whatever nature, which are or may become due on the premises above described.

In the event of a failure to comply with the terms hereof by the said parties of the second part, the said party of the first part shall be released from all obligation in law or equity to convey said property, and the said parties of the second part shall forfeit all right thereto and shall deliver to the party of the first part all the property herein described. And it is hereby agreed that the party of the first part shall with this agreement deposit his deed of said premises with the said Paxton & Co and if the parties of the second part shall have paid said \$3500, as herein agreed, then they shall have such deed, but if they shall fail to pay said sum or any instalment thereof when it shall be due as herein, as herein expressed then said Paxton & Co shall retain said deed to party of first part and this agreement shall become void and satisfied of record and cancelled by parties of second part. And it is understood that the stipulations aforesaid are to apply to and bind the heirs, executors administrators and assigns of the respective parties.

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written — Duplicate.

Alexander Fraser

Neil McLeod

John McLeod

(Seal)

(Seal)

(Seal)

Rec'd in within agreement the sum of \$500⁰⁰
 Sept 1st AD 1875

Alex Fraser

State of Nevada }
 County of Esmeralda } ss.

On this 1st day of September AD, One thousand eight hundred and seventy five personally appeared before me, Charles G Hubbard, a Notary Public in and for Esmeralda County, State of Nevada, Alexander Fraser, Neil McLeod and John McLeod whose names are subscribed to the annexed instrument as parties thereto, and said parties each for himself duly acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

(Seal)

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this Certificate just above written.

Charles Hubbard

Notary Public

Recorded at the request of N McLeod Jan'y 8th AD 1876
 at 15 min past 3 P.M.

R. S. Chase

Recorder