

Peter A Hansen | This Indenture made the seventh day of
To Charles D Stuart and seventy six, by and between Peter
Joseph Weizell and A Hansen of Eureka County State of
David Mauheim Nevada, of the first part and Charles D
Stuart, Joseph Weizell and David Mau-
heim all of the same County, parties of the second part.
Witnesseth: That whereas, the party of the first part is in-
debted to George Tracher of said County, in the sum of Five
thousand (5000) Dollars, in U.S. Gold Coin, C. D. Stuart of the
same place in the sum of Seventy five (75) Dollars in U.S.
Gold Coin, D. Mauheim of the same place in the sum of
Five Hundred (500) Dollars in U.S. Gold Coin, Joseph Weizell
of the same place in the sum of Five Hundred (500) Dollars
in U.S. Gold Coin, and to said Weizell, Mauheim and Stuart
in the further sum of Fifteen Hundred (1500) Dollars, in
U.S. Gold Coin, with interest thereon, upon a certain promis-
sory note, for the payment of which they are security, and
John Murphy in the sum of Four Hundred and twenty
(420) Dollars in U.S. Gold Coin, all aggregating the sum of
\$7995.⁰⁰, which several sums of money he is unable to pay
in full, at present, and he is desirous to convey all his
property to said parties of the second part, to secure the
payment to them and each of them, the amount respectively
due them, and each of them, as aforesaid, with the powers
hereinafter set forth.

Now the party of the first part, in consideration of the
premises, and of one dollar paid him by the parties of the
second part, hereby grants bargains sells assigns and conveys
unto the parties of the second part, and their heirs and
assigns, all the following described lands tenements, heredi-
taments, goods chattels property and choses in action to wit:
1st That certain piece or parcel of land known as the
"Hansen Ranch", the same lying and being in the County of
Eureka State of Nevada and about thirty two (32) miles
northerly from the town of Eureka and three (3) miles
east of the Eureka and Palisade Rail Road, and bounded
and described as follows, to wit: On the south by the
Richmond Company's Timber Ranches, on the East by the
Summit of the Range of Mountains dividing Diamond Valley
from Pleasant Valley in the north by the Timber lands
occupied by one House, known as the "Jeller Ranch" and on
the west by parties unknown, together with forty thousand
(40,000) Bushels of Charcoal more or less, burned, thereon sit-
uated, also thirty thousand (30,000) bushels of coal thereon
pitted ready to burn, also wood thereon situated and cut

and partly hauled together, sufficient to burn twenty thousand (20,000) bushels of charcoal more.

2nd Twelve (12) work Horses, two (2) mules, five (5) wagons sixteen (16) sets of Harness.

3rd One Blacksmith Shop, together with the tools and stock in trade on hand at Pine Station Eureka County State of Nevada.

4th One Stable at Pine Station of aforesaid.

5th The Store House and stock of goods, on hand and in trade situated at Pine Station on the line of the Eureka and Palisades Rail Road Eureka County Nevada.

6th That certain piece or parcel of land situated lying and being in the County of Eureka, State of Nevada and known as the "Bald Mountain Ranch" together with all the improvements thereon, and twenty five thousand (25,000) bushels more or less of charcoal burned, thereon situated, also wood cut and partly hauled to pits thereon situated sufficient to burn and make thirty thousand (30,000) bushels of charcoal.

7th Eight thousand (8,000) bushels of charcoal lying and being on that certain wood and Coal Ranch known as the "Huffman Ranch" situated about two miles northerly from the Hansen Ranch of aforesaid, in Eureka County and State of Nevada.

To have and to hold the said premises unto the said parties of the second part, and their heirs and assigns: But in trust and confidence nevertheless, to sell and dispose of the said real and personal estate, and to collect the said choses in action, using a reasonable discretion as to the times and modes of selling and disposing of said estate, as respects making sales for cash, at public auction, or by private contract, and with the right to compound for the said choses in action, taking a part for the whole, where the trustees shall deem it expedient so to do, then in trust to dispose of the proceeds of the said property in the manner following, viz:

1st To pay all such debts as by the Laws of the United States or of this State are entitled to a preference in such cases:

2nd To pay the costs and charges of these presents and the expenses of executing the trusts declared in these presents:

3rd To distribute and pay the remainder of the said proceeds to and among the said George Shacker, G. D. Stuart

D. Haukeim, Joseph Minzell and John Murphy ratably,

in proportion to their respective debts, as hereinafter recited, and if there should be any surplus, after paying all the said persons last named herein in full then

in trust

4th To pay over such surplus to the party of the first part, his executors administrators or assigns.

And it is hereby further expressly understood and agreed by and between the parties hereto, that inasmuch as it may

be inexpedient to sell and dispose of the property herein conveyed and set over, at this time, the said parties of the

second part are to forthwith enter into and take possession of all said property, both real and personal and manage

and control the same, and continue and carry on the business of said party of the first part, paying all expenses thereof from the proceeds of said business, if any, until such time as the said parties of the second part, shall deem it advisable to sell and dispose of said property or any part thereof: And it is hereby further understood, that any two of said parties of the second part, may act in the premises, in the absence or the failure of the others to act:

And the party of the first part hereby constitutes and appoints the parties of the second part, or any two of them, his Attorneys, irrevocable, with power of substitution, authorizing them or any two of them, in the name of the party of the first part or otherwise as the case may require, to forthwith take and enter into the possession of said premises, both real and personal, and to do any and all acts matters and things necessary and lawful, to carry into effect the true intent and meaning of these presents, which the party of the first part might do if personally present. And it is hereby understood that the power to sell herein vested, in said parties of the second part, or any two of them, may and shall be exercised by them or any two of them, without the interposition of the Courts of law:

And the parties of the second part, hereby accepting these trusts covenants to and with each of the other parties hereto, to execute the same faithfully.

And the party of the first part hereby covenants with the said Trustees, the said parties of the second part, and each of them, from time to time, and at all times when requested to give them and each of them, all the information in his power respecting the assigned property, and to execute and deliver all such instruments of further assurance as the parties of the second part, or any two of them shall be advised by counsel learned in the law to be necessary in order to carry into full effect the true intent and meaning of these presents.

In Witness Whereof the parties hereto have set their hands and seals the day and year first above written.

P. N. Hansen Seal
Charles D. Stuart Seal
D. Manheim Seal
Joseph Mizell Seal

State of Nevada } ss
County of Eureka }

On this seventh day of August A.D. one thousand eight hundred and seventy six personally appeared before me J. Saspyre a Notary Public in and for said County of Eureka, P. N. Hansen, Charles D. Stuart, D. Manheim & Joseph Mizell whose names subscribed to the annexed instrument as parties thereto, personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto, and the said P. N. Hansen, Charles D. Stuart, D. Manheim & Joseph Mizell duly acknowledged to me that they 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 Seal, the day and year in this certificate first above written.



J. Gaspeyore Notary Public.

Recorded at request of Mr. Davenport Aug 7th A.D. 1876 at 50 min past 2 P.M.

D. S. Chase Recorder

Caroline Song | This Indenture made the third day of August
 Kate Meach | in the year of our Lord one thousand eight
 hundred and seventy six Between Caroline
 & Song of the Town of Austin State of Nevada
 the party of the first part and Kate Meach of the Town
 of Eureka State aforesaid party of the second part
 Witnesseth, that the said party of the first part, has leased
 and demised, and by these presents does lease and demise
 unto the said party of the second part that certain lot
 piece or parcel of land, situate lying and being in the
 Town of Eureka, Eureka County Nevada and more partic-
 ularly described as follows to wit: Lot No Three (3) in
 Block No Three (3) on the west side of Main Street in the
 McLeary Survey of the Town of Eureka, being twenty five
 feet front on said Street, and running back in a westerly
 direction a uniform width one hundred feet to Monroe
 Street with the appurtenances for the term of six months
 from the seventh day of August A.D. one thousand eight
 hundred and seventy six at the monthly rent or sum of
 fifty dollars payable in gold coin of the United States
 of America, in advance, in monthly payments of fifty Dollars.
 And it is hereby agreed that if any rent shall be due
 and unpaid, or if default shall be made in any of the cov-
 enants herein contained, then it shall be lawful for the
 said party of the first part to reenter the said premises
 and to remove all persons therefrom. And the said party
 of the second part, does hereby covenant promise and agree
 to pay the said party of the first part, the said rent in
 the manner hereinbefore specified, and not to let or underlet
 the whole or any part of said premises without the written
 consent of the said party of the first part. Provided the
 party of the second part shall take up the carpets in
 the rooms to be used as a restaurant, keep the same in
 good order, and all partitions taken down are to be replaced
 the carpets put in place, the rooms to be repapered where
 the paper is damaged by removal of partitions, and that
 at the expiration of said term, the said party of the second
 part will quit and surrender the said premises in as
 good state and condition as reasonable use and wear
 thereof will permit (damages by the elements excepted.)
 Provided further that at the expiration of said lease.