

Mrs Agnes Hall
with
James Middlemas.

Agreement.

This Agreement made the 24th day of April in the year of Our Lord One thousand eight hundred and seventy seven, Between Mrs Agnes Hall of Eureka County State of Nevada, party of the first part and James Middlemas of said County and State the party of the second part Witnesses: That the said party of the first part in consideration of the covenants, promises and agreements on the part of the said party of the second part hereinafter contained covenants promises and agrees to and with the said party of the second part as follows to wit: That whereas the said party of the second part has this day executed a deed to said first party of all his right title and interest in and to Lot Number (3) three in Block Number Six (6) of the Monroe Survey of the town of Eureka, Eureka County, Nevada known as the Silver Brick property which said conveyance was executed and delivered to said first party as security for the loan of One thousand dollars in US gold coin had and received by said second party from said first party which is to bear interest at the rate of (4) four per cent per annum from date until paid according to the tenor of a certain promissory note this day executed by said second party to said first party. It is however mutually agreed and understood between the parties hereto that in case the said second party shall on or before the first day of April A.D. 1878 secure a good and sufficient title to all of said property hereinbefore mentioned free from all claims or incumbrances whatsoever and furnish and

deliver to said first party a good and sufficient deed thereof and possession of the same and that in the mean time the said property shall not have been destroyed or injured by fire or otherwise that in such case the said first party hereby agrees to purchase the same from said second party and pay therefore the sum and price of Three Thousand Dollars in US gold coin and that the said money now loaned to said second party by said first party, to wit: the sum of One Thousand Dollars in US gold coin shall be considered as part payment of the same

And the said party of the second part in consideration of the covenants, promises, and agreements on the part of the said party of the first part hereinbefore contained covenants, promises and agrees to and with the said party of the first part that the said party of the second part will on or before the first day of April A.D. 1878 procure for said first party a good clear and sufficient title, free from all encumbrance of any kind or nature of the property heretofore mentioned and should he fail to procure said title for the said first party to said property on or before the date above mentioned that he will pay to her the sum of One Thousand dollars and interest at the rate of four per cent per month according to the tenor of a certain promissory note this day executed by him to said first party and the failure on his part to furnish the said title or pay the said money with interest as aforesaid on or before the first day of April A.D. 1878

In that case the deed to said property this day executed by said second party to said first party shall be absolute and the said second party shall be deemed to have forfeited all his interest in and to the said premises and every part thereof.

And for the true and faithful performance of all and every of the said covenants, promises and agreements the said parties to these presents bind themselves, each unto the other in the penal sum of One Thousand dollars of the United States of America as fixed settled and liquidated damages to be paid by the failing party.

In Witness Whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

James Middlemas
Agnes Hall



State of Nevada } ss.
County of Esmeralda }

On this 26th day of Aprl A.D. 1877 before me, J. H. Harmon, County Clerk in and for said County residing therein and duly qualified, personally appeared James Middlemas whose name is subscribed to the annexed instrument as a party thereto and who is personally known to me to be the individual described in and who executed the annexed instrument and who 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 the seal of the District Court of the
 Sixth Judicial District the day and year in this certifi-
 cate just above written

Seal

J. H. Harmon County Clerk
 and ex officio Clerk of the District Court
 Sixth Judicial District
 By S. Molinelli Deputy Clerk.

State of Nevada } ss
 County of Esmeralda }

On this 26th day of April AD one thousand
 eight hundred and seventy seven, before me J. H. Harmon
 County Clerk and ex officio clerk of the District Court of the
 Sixth Judicial District in and for said County personally ap-
 peared Agnes Hall, wife of D. H. Hall personally known to me
 to be the individual described in and who executed the
 annexed instrument as parties thereto and acknowledged
 to me that she executed the same freely and voluntarily and
 for the uses and purposes therein mentioned, And the said
 Agnes Hall, wife of the said D. H. Hall having been by me first
 made acquainted with the contents of said instruments ac-
 knowledged to me on examination apart from and without the
 hearing of her husband that she executed the same freely and
 voluntarily, without fear or compulsion or undue influence of
 her husband and that she did not wish to retract the ex-
 ecution of the same.

Seal

In Witness whereof I have hereunto set my hand and
 affixed the seal of said Court in said County the day
 and year in this Certificate just above written

J. H. Harmon Clerk
 By S. Molinelli Deputy Clerk.

Recorded at request of Mrs D. H. Hall April 26th AD 1877 at 30 min
 past 9 a.m.

R. S. Chase Recorder