


Wilcox Fetter & Co  
with  
Smirk & Canavan

This Agreement made the Sixteenth day of  
May in the year of Our Lord, One Thousand  
eight hundred and seventy seven Between  
Wilcox Fetter & Co, a firm or copartnership  
doing business in the city of Sacramento and State of California  
party of the first part and Smirk & Canavan a firm or  
copartnership doing business in the town and County of  
Eureka, State of Nevada, the party of the second part  
Witnesseth: 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 herein  
after contained covenants, promises and agrees to and  
with the said party of the second part that the said  
party of the first part will at any time within one  
year after the date hereof make execute and deliver  
to the said party of the second part a good and  
sufficient deed of quit claim for the undivided one  
half part of that certain lot of land in said town  
of Eureka, upon which the Sazerac Saloon stands at  
present and now occupied by the said party of the  
second part on the following terms and conditions to wit:  
The said party of the second part shall upon declaring  
their option and intent to purchase the said property  
pay unto the party of the first part the sum of One Thousand  
dollars in gold coin and the further sum of Seventeen  
hundred dollars in like gold coin in equal monthly in-  
stalments of One hundred dollars per month with interest  
on said deferred payments at the rate of one per  
cent per month said deferred payments to be secured  
by mortgage on the interest as to be conveyed, And the

said party of the second part in consideration of the said covenants promises and agreements on the part of the said party of the first part hereinafore contained covenants promises and agrees to and with the said party of the first part that the said party of the second part well upon declaring their option and intent as aforesaid make the payment as aforesaid and further pay the sum of One hundred dollars gold coin per month from this date, as rent for the premises hereby conveyed until the option herein granted is declared and the deed executed and delivered as aforesaid. And the said party of the second part further agrees and covenants to keep the buildings and improvements upon said town lot insured for at least the sum of one thousand dollars in some one or more responsible insurance company and in the event of said buildings and improvements being burned or destroyed before the execution of the deed aforesaid and the payment of said sum of One thousand dollars that said party of the second part will pay to said party of the first part of said insurance money the sum of One thousand dollars. It is hereby understood and agreed by and between the parties hereto that the percentage to be paid for the said insurance of of One thousand dollars, and no more shall be deducted from the rent to be paid by the said party of the second part to said party of the first part as aforesaid.

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

Wiley J. Keller & Co.   
 Smith & Caravan 

State of Nevada } ss  
 County of Eureka }

On this 17th day of May A.D. 1877 before me J. H. Harmon, County Clerk in and for said County residing therein and duly qualified personally appeared W. J. Smith personally known to me to be one of the firm of Smith and Caravan 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 and for said firm.

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 certificate first above written.



J. H. Harmon County Clerk  
 and ex officio Clerk of the District Court  
 6th Judicial District  
 By S. Molinelli Deputy Clerk

State of Nevada } ss  
 County of Eureka }

On this 17th day of May A.D. 1877 before me

J. H. Harmon County Clerk in and for said County residing therein and duly qualified personally appeared E. W. Wilcox personally known to me to be one of the firm of Wilcox Feltner & Co., 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 and for said firm.

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 certificate first above written.

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

Recorded at request of W. J. Smith May 17th AD 1877 at 30 min  
past 1 P.M.  
B. D. Graves  
Recorder