

The word Secret in line (2) sh^d be changed to the figure 25th inserted by the consent of parties before acknowledgment.

Morris Jacoby
by his Atty in fact
Jacob Jacoby
To
Partin & Co

Agreement of Deference

This Agreement made and entered into this 28th day of May A.D. 1877 by and between Morris Jacoby by his attorney in fact Jacob Jacoby of Cereka County State of Nevada the party of the first part and Partin & Co of said Cereka County State of Nevada the party of the second part, Witnesseth, That whereas the said party of the first part has this day executed to said party of the second part a good and sufficient deed of conveyance for the undivided one half of lot number (5) in Block number 20 in the Mineral Survey of the town of Cereka also lot No 5 in Block No (No) in the Mc Coy survey of the town of Cereka, it is therefore mutually stated and agreed between the parties hereto that the same deed to said premises is given by the said first party as a deed of trust to secure the payment to said second party of the sum of Twenty five hundred Dollars in U.S. Gold coin here and owing and uncanceled from Jacob Jacoby to said second party, and the further sum of two thousand Dollars in U.S. Gold coin due and owing from said Jacob Jacoby to said second party for the security of the payment of which the said second party now holds a Mortgage upon the premises first above described, together with interest upon all said sums of Money at the rate of two (2) per cent per month, and in the case the said Jacob Jacoby his executors administrators or assigns or any other persons in his behalf shall pay or cause to be paid to the said second party the above and foregoing sums of money with interest thereon at the rate of two per cent per month as aforesaid on or before the first day of May 1878 in that case the said Partin and Company do hereby undertake promise and agree to and with the said party of the first part to convey to

him by good and sufficient deed of conveyance all and singular the premises herein described. You said all and every incumbrance made or suffered by them and return and cancel the mortgage now held by them for the sum of ten thousand Dollars which stands as a lien against the said premises first described herein. During the existence of this agreement and until the expiration of the time herein given the said party of the first part is to have the possession and control of the said above described premises and to receive the rents issues and profits thereof, and is to pay all taxes and assessments thereon, and the said party of the first part hereby agrees that in case default shall be made in the payment of the said above mentioned sum of money and interest thereon as herein agreed upon within the time above specified, in that case the said deed of conveyance become absolute and the said party of the second part shall be entitled to the immediate possession of the premises described in said deed of conveyance of this date and the said first party agrees to surrender the possession of the same upon demand after the expiration of said time, without the process of foreclosure and sale. In Witness Whereof the parties hereto have set their hands and affixed their seals the day and year therein first above written.

Perkins & Co (Seal)
 Morris Jacoby by his atty
 in fact J. Jacoby.

State of Nevada
 County of Esmeralda

On this 28th day of May A.D. 1877 before me F. H. Hammond County Clerk in and for said County residing therein, and duly qualified, personally appeared J. E. Plater personally known to me to be one of the firms of Perkins & 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 use and purposes therein mentioned and for said firm -

(Seal)

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.
 F. H. Hammond County Clerk
 and ex officio clerk of the District Court Sixth Judicial District

State of Nevada
 County of Esmeralda

On this 28th day of May A.D. one thousand eight hundred and seventy seven before me F. H. Hammond County Clerk and ex officio clerk of the District Court of the Sixth Judicial District in and for said County personally appeared J. Jacoby personally known to me to be the same person described in and who executed by Power of Attorney the annexed instrument as the Attorney in fact of Morris Jacoby named in the annexed instrument as a party thereto and therein described as the party executing the

done by his said Attorney; and the said J. Jacoby acknowledged to me that he executed the same freely and voluntarily, as and for the act and deed of the said Morris Jacoby and for the use and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Court at my Office in the Town of Newark, the day and year in this Certificate first above written.

D. H. Hammond County Clerk
and ex officio Clerk of the District Court of the Judicial District of Newark County, New Jersey

By L. Molinelli Deputy Clerk

Recorded at the Request of J. Jacoby May 31st A.D. 1877 at 40 min past
No. 0,700.

R. L. Chace Recorder
by C. F. Howard Deputy Recorder.