

M. Young

To

Chas. H. Fiske

This Agreement made and entered into this 8<sup>th</sup> day of  
November A.D. 1877 Between M. Young of Eureka County  
Nevada party of the first part and Chas. H. Fiske of  
the same place the party of the second part witnesseth:

That the said party of the first part in consideration of the covenants

and agreements on the part of said party of the second part, hereinafter contained; agrees to sell and convey unto the said party of the second part, and the said party of the second part agrees to buy all that certain lot piece and parcel of land & town lot situated in the town of Eureka County of Eureka State of Nevada described as follows to wit; The southerly one half of lot No (6) sit in Block No (5) five as known designated in the Mexico Survey of the town of Eureka said one half of said lot fronting twelve & one half feet on Main Street & extending easterly of the same width to Buell Street together with the appurtenances thereon and all the personal property, stock in trade furniture &c in the building situated on said premises and commonly known as M. Youngs Confectionery Store; for the sum of Five Thousand Dollars U.S. Gold Coin; and the said party of the second part in consideration of the premises, agrees to pay to the said party of the first part the said sum of Five Thousand Dollars U.S. gold coin as follows to wit; Three Hundred (300) Dollars U.S. gold coin on the execution of this contract; Twenty seven hundred (2700) Dollars U.S. gold coin on the 10<sup>th</sup> day of December A.D. 1877; Two hundred & Fifty Dollars U.S. gold coin on the 10<sup>th</sup> day of January A.D. 1878 with interest thereon from Dec. 10<sup>th</sup> 1877 until paid at 2 percent per month; Two hundred & fifty (250) Dollars U.S. gold coin on the 10<sup>th</sup> day of Feby 1878 with interest thereon from Dec. 10<sup>th</sup> 1877 until paid at 2 per cent per month; Two hundred and fifty (250) Dollars U.S. gold coin on the 10<sup>th</sup> day of March A.D. 1878 with interest thereon from Dec 10<sup>th</sup> 1877 until paid at 2 percent per month; Two hundred & fifty (250) Dollars U.S. gold coin on the 10<sup>th</sup> day of April A.D. 1878 with interest thereon from Dec. 10<sup>th</sup> 1877 until paid at 2 per cent per month; Two hundred & fifty (250) Dollars U.S. gold coin on the 10<sup>th</sup> day of May 1878 with interest thereon from Dec 10<sup>th</sup> 1877 until paid at 2 per cent per month; Two hundred & fifty (250) Dollars U.S. gold coin on the 10<sup>th</sup> day of June 1878 with interest thereon from Dec 10<sup>th</sup> 1877 until paid at 2 per cent per month; Two hundred & fifty (250) Dollars U.S. gold coin on the 10<sup>th</sup> day of July 1878 with interest thereon from Dec. 10<sup>th</sup> 1877 until paid at 2 per cent per month and Two hundred & fifty Dollars U.S. gold coin on the 10<sup>th</sup> day of August 1878 with interest thereon from Dec 10<sup>th</sup> 1877 until paid at 2 per cent per month; And said party of the first on receiving the above & foregoing mentioned payment of twenty seven hundred Dollars U.S. gold coin on the 10<sup>th</sup> day of Dec. 1877 agrees to execute, acknowledge & deliver to said party of the second part a good & sufficient quit claim deed to the above described property free & clear of incumbrances; and the said party of the second part agrees upon the execution and delivery of said deed as aforesaid to execute and deliver to said party of the first part his several promissory Notes for Two Hundred & fifty Dollars each U.S. gold coin with interest on said several amounts in like gold coin from said Dec 10<sup>th</sup> 1877 until paid at the rate of 2 per cent per month, said notes amounting in the aggregate to Two Thousand Dollars payable on the 10<sup>th</sup> day of January - Feby - March - April - May - June - July - and August 1878 respectively, and being a part of the purchase money hereinbefore mentioned and the payment of which said Notes said party of the second part hereby agrees to secure by making, executing and delivering a good & sufficient

Mortgage to the premises hereinbefore described to said party of the first part. It is further agreed between the said parties that the said Chas. H. Fiske shall be let into the possession of said premises on the 10<sup>th</sup> day of December 1877 and that all the profits arising from said premises and trade of the store thereon shall belong to the said Chas. H. Fiske from and after the date of this instrument. In the event of a failure to comply with the terms hereof by the said party of the second part the said party of the first part shall be released from all obligations in law or equity to convey said property and the said party of the second part shall forfeit all right thereto and said party of the second part shall forfeit to said party of the first part the said sum of Three hundred Dollars U.S. gold coin paid on the execution of this contract and this contract shall be null and void. 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 we have hereunto set our hands and seals the day & year first above written

M. Young  
Chas. H. Fiske

Seal  
Seal

State of Nevada } ss.  
County of Eureka }

On this Eighth day of November A.D. One thousand eight hundred and seventy seven before me, Geo. W. Merrill a Notary Public in and for the County of Eureka, personally appeared M. Young and Chas. H. Fiske personally known to me to be the same persons whose names are subscribed to the annotated instrument as parties thereto and subscribed in and who executed the foregoing instrument and each duly acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal at my office in said County of Eureka, the day and year in this Certificate first above written

Geo. W. Merrill

Notary Public

Seal

Recorded at the Request of Geo. W. Merrill November 8<sup>th</sup> A.D. 1877  
at 55 min past 3 P.M. R. L. Chas Recorder by J. F. News Deputy