

H. Donnelly  
With  
O. Dunkel and  
Saml Raphael

Agreement

This Agreement made and entered into this 27<sup>th</sup> day of March A.D. 1878 by and between Henry Donnelly, and O. Dunkel and Samuel Raphael composing the firm of O. Dunkel & Company. Witnesseth; That whereas said O. Dunkel and Samuel Raphael are indebted to said Donnelly in the sum of Six Thousand Dollars in Gold Coin and interest at the rate of one and one half per cent per month until paid, according to the terms of a certain promissory note of even date herewith executed by the said Dunkel and Raphael, payable to the order of said Donnelly for said sum, on or before the 27<sup>th</sup> day of October A.D. 1878, with interest payable monthly, as aforesaid, And whereas the said Dunkel and Raphael have this day executed and delivered to said Donnelly a Deed of lot (10) Ten in Block One (1) in the Town of Eureka County of Eureka State of Nevada, which said Deed is intended for and as a security for the payment of said promissory Note and interest according to the terms thereof, Now therefore if the said Dunkel and Raphael, or either of them shall well and truly pay to the said Donnelly the said sum and interest secured to be paid by said promissory Note, or to his order then the said Donnelly or his legal representatives, shall and will upon demand release, convey and quitclaim to the said Dunkel and Raphael, or to their order, the said premises so conveyed as aforesaid by said Dunkel and Raphael. And in case the said Dunkel and Raphael, or either of them shall not pay the same by said promissory Note secured to be paid and interest and it shall be necessary for said Donnelly to foreclose his said security, then he shall be entitled to recover, in addition to such sum as may be due upon said promissory Note the further sum of Three Hundred Dollars as Counsel fees for said foreclosure And in case the said Dunkel and Raphael shall well and truly pay or cause to be paid to said Donnelly, or order the sum secured by said promissory note to be paid and interest, and said Donnelly or his legal representatives, shall after demand, refuse to convey said premises, as hereinbefore agreed and it shall be necessary for said Dunkel and Raphael or either of them to bring an action to compel a reconveyance of the same, then said Dunkel and Raphael shall be entitled to recover in such action, if they recover Judgment the sum of Three Hundred Dollars as Counsel fees in addition to the costs of said action, This agreement shall bind and be obligatory upon the legal representatives of all the parties hereto In Witness Whereof the parties hereto hereto, have hereunto set their hands and seals the day and year first above written.

In presence of  
S. M. Gobin  
E. Wallace

Henry Donnelly Seal  
O. Dunkel Seal  
S. Raphael Seal

State of Nevada } ss.  
County of Eureka }

On this 27<sup>th</sup> day of March A.D. One thousand eight

hundred and seventy eight before me J. J. Maupin, a Notary Public in and for the said County of Eureka personally appeared S. M. Sabin known to me to be the same person whose name is subscribed to the annexed instrument, as a witness thereto, who, being by me duly sworn deposes and said that he resides in Eureka Eureka County Nevada that he was present and saw Henry Pannelly, O. Dunkel and Samuel Raphael personally known to him to be the same person described in and who executed the said Instrument as parties thereto, Sign, Seal, and Deliver the same, and that the said J. C. Pannelly, O. Dunkel and Samuel Raphael, each severally acknowledged in the presence of said affiant, that he executed the same freely and voluntarily and for the uses and purposes therein mentioned and that he, the said affiant subscribed his name to said Instrument as a witness thereof.

Seal

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

J. J. Maupin  
Notary Public

Recorded at the request of S. M. Sabin March 27<sup>th</sup> A. D. 1878 at 50 min past 3 P. M. R. L. Connor Recorder by his Honor Deputy