

Adolphe Paquin
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Chattel Mortgage

Jerry La Plante

This Indenture, Made the Thirtieth day of August in the year of our Lord one thousand eight hundred and Seventy Nine Between Adolphe Paquin residing at Eureka County of Eureka State of Nevada and by profession, trade or occupation a Teamster the party of the first part, and Jerry La Plante residing at Eureka County of Eureka State of Nevada, and by profession, trade or occupation a Teamster the party of the second part, witnesseth, That the said party of the first part, for and in consideration of the sum of Twelve Hundred and Twenty five dollars, Gold coin of the United States, to him in hand paid by the said party of the

second part, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, assigned, transferred, and set over, and by these presents doth grant, bargain, sell, assign, transfer, and set over unto the said party of the second part, all those certain goods and chattels, now being in the Town and County of Eureka State of Nevada, and described as follows, to wit:

Yours gray mules and two black mules, branded C. on the left shoulder with all the harness chains and stretchers used therewith, and one sorrel saddle horse branded 86.P. on left shoulder and the Mexican saddle used therewith, also one back action wagon, the same being a part of that certain team to wit all the mules and their harness chains and stretchers, the saddle horse and saddle and back action wagon known as and called the Paquin word team. To have and to hold, all and singular the said goods and chattels above bargained and sold, or intended so to be, unto the said party of the second part, his executors, administrators and assigns forever. Provided nevertheless, and these presents are upon this express condition, that if the said party of the first part his executors, administrators or assigns, shall well and truly pay unto the said party of the first part his executors, administrators or assigns, the sum of twelve hundred and Twenty Five Dollars Gold Coin of the United States on the first day of June A.D. 1880 at the Town of Eureka in the said County of Eureka State of Nevada and shall further pay in Gold Coin of the United States unto the said party of the second part, his executors, administrators or assigns, interest upon the said principal sum at and after this date, at the rate of one and one half per cent. per month on the first day of June aforesaid at said Town of Eureka in the said County of Eureka then these presents shall be void. But in case default shall be made in the payment of the said principal sum, or in any one of the said installments of interest, then it shall and may be lawful for, and the said party of the first part doth hereby authorize and empower the said party of the second part, his executors, administrators or assigns, with the aid and assistance of any person or persons, to enter any dwelling house stable, corral, yard store and other premises, and such other place or places, as the said goods or chattels are or may be placed, and take and carry away the said goods and chattels, and take and carry away the said goods and chattels, and sell and dispose of the same, for the best price they can obtain, by due process of law, or by agreement between the parties to this Mortgage, their executors, administrators or assigns, which agreement shall be entered on the record of the Mortgage, and out of the money arising therefrom, to retain and pay the sum above mentioned, and the interest as aforesaid, and all charges touching the same, and counsel fees, not to exceed ten per cent. upon the full amount which shall then be due, rendering the surplus, if any, unto the said party of the first part or to his executors, administrators or assigns. And until default be made in the payment of the said sum of money, the said party of the first part, his executors, administrators and assigns, may remain and continue in the quiet and peaceable possession of the said goods and chattels, and in the full and free use and enjoyment of the same.

In witness whereof, the said party of the first part hath hereunto set his hand and seal the day and year first above written.

Adolphe Paquin. *E. seal*

State of Nevada } ss
County of Eureka }

Adolph Paquin of the Town & County of Eureka
said County and State being first duly sworn says that he is the
said Adolph Paquin the Mortgagor named in the foregoing
Mortgage; and that the said Mortgage is bona fide and made with-
out any design to defraud or delay creditors of either party
Subscribed and sworn to before me,
this 30th day of August A. D. 1879
Jas H. Smith Notary Public
Seal Eureka County Nevada

Adolph Paquin

State of Nevada } ss
County of Eureka }

On this 30th day of August A. D. 1879, before
me, Jas H. Smith a Notary Public in and for said County, residing
therein and duly qualified, personally appeared Adolph Paquin
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 ac-
knowledged 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 my official seal, the day and year in this
certificate first above written.

Jas H. Smith Notary Public.
Eureka County Nevada

Recorded at the Request of Adolph Paquin September 1st A. D.
1879 at 55 minutes past 1 P.M.
Benj. L. Levy Recorder By W. R. Steichelman Deputy

State of Nevada } ss
County of Eureka }

Berry La Plante of the Town and County of
Eureka said State being first duly sworn on oath says that he
is the mortgagee named in the foregoing Mortgage; and that the
said Mortgage is bona fide and made without any design to de-
fraud or delay creditors.

Subscribed and sworn to before me,

this 30th day of August A. D. 1879

Jas H. Smith Notary Public

Seal Eureka County Nevada

Jerry La X Plante
his
mark

Recorded at the Request of Adolph Paquin September 1st A. D.
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