

Agreement

Geo. W. Lamoureux

Thomas Kethred

This Agreement, Made the Fifteenth day of January in the year of our Lord one thousand eight hundred and Twenty Nine Between George W. Lamoureux of the Town of Carzeka State of Nevada, party of the first part, and Thomas Kethred of the same place 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, hereinafter contained, hereby covenants, promises and agrees to and with the said party of the second part, that the said party of the first part will sell convey assign and deliver by a good and sufficient Bill of Sale, and delivery of the following personal property Viz: Thirty (30) head of horses and mules, with all the blankets and harness used with the said horses and mules, and the five wagons, and the coal sacks used therewith - the same being the two teams heretofore owned by said Thomas Kethred and now owned and used by the said George W. Lamoureux.

And the party of the first part will also convey by a good and sufficient deed that certain tract piece parcel or tract of land

Situate in the Town of Coarseka in the County of Coarseka, and State of Nevada and described as follows. Viz:

Beginning at the SW corner of M. Coy and Edwards streets, and being One hundred and Six (106) feet in front, and One hundred feet (100) deep, the same being a part of said Block being occupied by the Barn heretofore erected by the party of the first part and now enclosed by a fence. Upon the payment to the said party of the first part, of the sum of Fifty five hundred Dollars in United States Gold Coin, as hereinafter set forth.

The party of the first part hereby further agrees that he will keep said Horses Mules and teams employed as he does his other teams, and will pay over monthly one half of the net profits arising from the use of said teams, to the executor, pro rata - according to their several demands, and when said indebtedness shall be fully paid - or when the said party of second part pays party of first part \$3500 - as aforesaid then party of first part will reconvey all of said property herein described to the party of second part.

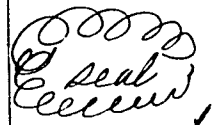
And the said party of the second part, in consideration of the said covenants, promises and agreements on the part of the said party of the first part, herein before contained, covenants, promises and agrees to and with the said party of the first part, that the said party of the second part will ~~will~~ pay unto the party of the first part on or before one year from the date hereof the sum of Three Thousand five hundred dollars in gold coin of the United States with interest thereon at the rate of One (1) per cent per month from the date hereof until paid - Provided that the one half of the profits that arise from the use of said teams, and to be paid on the debts of party of the second part as hereinbefore stated shall be deducted from said Fifty five hundred Dollars to be paid by second part as aforesaid. It is further agreed between the parties hereto that these presents shall equally bind the heirs executors and administrators of the respective parties. And for the true and faithful performance of all and every of the said covenants, promises and agreements, the said parties to these presents bind themselves, each unto the other, In Witness Whereof, the said parties to these presents, have hereunto set their hands and seals, the day and year first above written.

Geo H Lamoureux
Tho Wethered



State of Nevada }
County of Coarseka }

On this Fifteenth day of January A.D. one thousand eight hundred and seventy nine personally appeared before me, C. J. Butler a Notary Public in and for the County of Coarseka George H. Lamoureux and Thomas Wethered whose names are subscribed to the annexed instrument as the parties thereto, personally known to me to be the same persons described in and who executed the said annexed instrument, as parties thereto, and who duly acknowledged to me that they 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.



C. J. Butler Notary Public

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Recorded at the Request of J^h W. Belthred October 23rd A.D. 1879
At 20 minutes past 4 P.M. Benj. C. Levy Recorder Roy W. Steichelman Deputy