

Casimire Prevost
with
Wm. W. Kimball

Agreement

Eureka, Nevada, Dec 15th 1879

\$ 295. 700

For Value Received & the subscriber of Eureka
in the County of Eureka and State of Nevada

promise to pay to the order of Wm. W. Kimball, Two Hundred and ninety five Dollars, at his office, in Chicago, Illinois, as follows: Twenty five dollars on the Tenth (10) day of January A D 1880 and Twenty five dollars on the tenth day of each succeeding month, untill the whole amount shall be paid - With interest on each payment at the rate of two per cent. per annum, from date hereof untill paid. The consideration of the above promissory note is the agreement to sell and delivered to the signer one Piano made by J. P. Hale, New York No 45080 style 10 by said W. W. Kimball, upon the following express conditions, namely: that the signer hereof agrees that in case he make default in the payment of any installment of said note at the time and place when the same becomes due; or attempts to dispose of or remove said instrument from the County of Eureka the said W. W. Kimball or his assigns, shall be at liberty to declare the whole sum unpaid due and payable, and the said instrument the property of the signer and to sue for and collect the same with two per cent. damages for expenses of collection which the signer agrees to pay, or, at said Kimball's option, to take possession of said instrument and to sell the same at private sale without advertisement or notice, and out of the proceeds of said sale to pay the unpaid balance of said note

interest, damages, expenses, and costs of sale, and return the remainder to the signer hereof; and it is expressly agreed by the signer hereof, that all the right and title to the above named instrument is in W. W. Kimball, or his assigns, and that it is his or their privilege, at his or their option, to sue said note and collect the same, or to enter the premises of the signer and to recover the possession of the above named instrument, with the full right to vest the title in another purchaser. And the signer further agrees that if the above named instrument does not sell for sufficient to pay the above note, together with interest, damages, and costs of sale, that the signer hereby agrees to pay the deficiency on demand.

Casimiro Prevost.

Witness Dave Lesser
State of Nevada }
County of Esmeralda } ss.

On This 16th day of December A.D. one thousand eight hundred and seventy nine, before me, E. J. Butler, a Notary Public in and for the County of Esmeralda, personally appeared Dave Lesser 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, deposed and said: that he resides in Esmeralda, Esmeralda County, that he was present and saw the said Casimiro Prevost personally known to him to be the same person described in and who executed the said instrument, as a party thereto, Sign, Seal and Delivered the same; and that the said Casimiro Prevost 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.

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

E. J. Butler
Notary Public.

Endorsement on Note.

For value received I guarantee the payment of the within note, and interest, at maturity and will pay any deficiency, if the instrument is taken from the within signer, and does not sell for sufficient to pay the within note, interest, and damages, and hereby waive notice of nonpayment, demand, protest, and suit against the signer.

H. D. Brooks

Recorded at the Request of H. D. Brooks, December 16th A.D. 1879
at 30 min. past 12 M.

Benj. C. Levy.
Recorder.