

es

Wm & C. Gery
Records

I H. C. Brisacher do hereby certify that
the within Chattel Mortgage has been this
19th day of June A.D. 1880 fully satisfied
By H. C. Brisacher
Deputy paid and discharged H. C. Brisacher

Edward Smith and
Owen McDermott
To
H. C. Brisacher.

Chattel Mortgage

This Indenture, made this 21th day of December
A.D. 1879, between Edward Smith and Owen Mc-
Dermott, of Esmeralda County State of Nevada, the
parties of the first part and H. C. Brisacher of
Esmeralda County State of Nevada, the party of the second part,
Witnesseth that the said parties of the first part for and in con-
sideration of the sum of Six Hundred Dollars to them in hand
paid by the party of the second part, the receipt whereof is hereby
acknowledged, have bargained sold, assigned and set over, and
by these presents do bargain sell, assign, ^{transfer} and set over unto
the said party of the second part the following described personal
property, to wit, One Iron Ax. Wagon known as a front wagon
and One Iron Ax. back action-wagon, said wagon having been
heretofore used for hauling charcoal - Also One One-horse buggy -
Also One Chattel Mortgage dated November 29th A.D. 1878 - given
by August Green of Harleton White Pine County State of Nevada,
to secure the payment to Edward Smith of the sum of \$500.⁰⁰
according to the terms of a certain promissory note signed by
said August Green, payable to Ed. Smith or order - dated said

29th day of November A.D. 1878 - and bearing interest at the rate of two percent per month from the date thereof - which note has been this day assigned and endorsed in blank upon the back thereof by said Edward Smith - said wagons, buggy and Chattel Mortgage and promissory note being now in the possession of and kept by said party of the second part in said County of Eureka State of Nevada - to have and to hold all and singular the said goods and chattles 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 this present indenture is upon this express condition, that if the said parties of the first part, their executors, administrators or assigns, shall well and truly pay unto the said party of the second part, his executors, administrators or assigns the sum of Six Hundred Dollars in Gold Coin of the United States, on or before the First day of June A.D. 1880, at the Town of Eureka, in the County of Eureka State of Nevada - and shall further pay unto the said party of the second part his executors, administrators or assigns, interest upon the said sum of Six Hundred Dollars from this date, at the rate of three percent per month said interest being payable monthly, until said principal sum is fully paid and discharged - then these presents shall be void: But in case default shall be made in the payment of the said principal sum above mentioned, or any one of said installments of interest, then it shall be lawful for, and the said parties of the first part do hereby authorize and empower the said party of the second part, his executors, administrators, or assigns, to sell all of the foregoing described property according to law - and out of the money arising from the sale of said property to retain the amount that may then remain due upon said principal sum or the interest thereon - together with the costs and charges of making such sale and the Counsel fee not to exceed One Hundred Dollars - and the surplus if any there be, to be paid unto the said party of the first part, their heirs, executors, administrators or assigns - Said sum of Six Hundred Dollars principal and interest thereon being set forth in a Promissory note of even date herewith, which said note is in the words and figures as follows, to wit:

"\$600.00. Eureka Nevada, December 24th 1879 -
 "On or before June 1st A.D. 1880, after date, without grace we promise to pay to
 "H. Bischoff or Order the sum of Six Hundred Dollars payable in Gold Coin of
 "the Government of the United States, for value received, with interest thereon in like
 "Gold coin at the rate of three percent per month from date (Interest payable monthly) until paid -
 Edward Smith
 Owen McHermott

In Witness whereof the said parties of the first part, have hereunto set their hands and seals the day and year first above written -
 Edward Smith
 Owen McHermott

State of Nevada, }
 County of Eureka. }
 Edward Smith and Owen McHermott, the mortgagors in the foregoing mortgage named, and H. Bischoff, the mortgagee in said mortgage named, being severally duly sworn, each for himself, doth depose and say, that the afore-
 said Mortgage is bona fide, and is given for a debt actually owing from the mortgagors, to the mortgagee, and the same

not made nor received with intent to hinder, delay nor defraud any
creditor of the Mortgagors.

Subscribed and Sworn to
before me this 24th day of
December A. D. 1879.

Wm P. Reichelman
Notary Public
Eureka Co Nevada

Recorded at the Request of H. Bisacher December 26th A. D. 1879,
at 15 min. past 3 P. M.

Edward Smith
Owen McDermott
H. Bisacher

Benj. C. Levy.
Recorder.