

J. C. Coleman

To  
R. Sadler

Chattel Mortgage

This Indenture, made the 18<sup>th</sup> day of June in the year of our Lord one thousand eight hundred and Eighty Between J. C. Coleman of and residing at Eureka County by profession, trade or occupation a Farmer party hereto of the first part, and R. Sadler residing at Eureka by profession, trade or occupation a Merchant party hereto of the second part, Witnesseth, that the said party of the first part, at or before the enrolling and delivery of these presents, for and in consideration of the sum of Seven hundred and Fifty Dollars hereby acknowledged, has bargained and sold, and by these presents does bargain and sell unto the said party of the second part, his entire growing crop consisting of twenty five acres as follows, About twelve acres of potatoes, and about four acres of corn, about four acres of turnips, about three acres of beets and carrots, about two acres of vegetables consisting of beans peas squash cucumbers and Melons etc, all situated upon what is known as the Coleman ranch about eight miles Northerly from the Town of Eureka. 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 this present Indenture is 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 second part, his executors, administrators or assigns, the sum of Seven hundred and fifty Dollars, on the 5<sup>th</sup> day of November 1880 in the County of Eureka in this State, and shall further pay unto the said party of the second part, his executors, administrators or assigns, interest upon the said principal sum at and after this date, of 2 percent per month on the 5<sup>th</sup> day of November 1880 in said county, 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 and may be lawful for, and the said party of the

first part does 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 dwelling house, 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 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 said sum above mentioned, and interest as aforesaid, and all charges touching the same, and counsel fees, not to exceed 10 per cent. upon the full amount which shall then be due, rendering the surplus, if any, unto the said party of the first part, his or to his executors, administrators or assigns. And until default be made in the payment of the said sum of money, said party of the first part may remain and continue in the quiet and peaceable possession of the said goods and chattels, and full and free enjoyment of the same. In Witness Whereof, the said party has hereunto set his hand and seal on the 18th day of June one thousand eight hundred and Eighty.

T. C. Coleman

State of Nevada }  
 County of Esmeralda } ss.

On this 18th day of June A.D. one thousand eight hundred and eighty personally appeared before me, John T Baker a Notary Public in and for the County of Esmeralda T. C. Coleman whose name is subscribed to the annexed instrument, as a party thereto, personally known to me to be the same person described in and who executed the said annexed instrument, as a party thereto, and he the said T. C. Coleman duly acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

*Seal*

In Witness Whereof, I have hereunto set my hand, and affixed my Official Seal, the day and year in this certificate first above written  
 John T Baker Notary Public

State of Nevada }  
 County of Esmeralda } ss.

T. C. Coleman the Mortgagor in the annexed Mortgage, named and R. Sadler the Mortgagee in said Mortgage, named being duly severally sworn, each for himself doth depose and say, that the aforesaid Mortgage is bona fide, and made without any design to defraud or delay or hinder any of the creditors of the Mortgagor, and is given for a bona fide debt actually owing from the Mortgagor to the Mortgagee

Subscribed and sworn to before me, this 18th day of June 1880, at the Town and County of Esmeralda State of Nevada

*Seal*

John T Baker Notary Public.

T. C. Coleman  
 R. Sadler

Subscribed and sworn to before me, by R. Sadler this 3rd day of July A.D. 1880  
 Wm P. Steichelman Notary Public Esmeralda County Nevada

(Endorsed) Recorded at request of R. Sadler July 3rd A.D. 1880, at 10 min past 1 P.M. in File B of Miscellaneous Pages 55, 56 & 57, Records of Esmeralda County Nevada  
 Benj. C. Levy Recorder By W. P. Steichelman Deputy  
 Recorded at Request of G. W. Baker July 9th A.D. 1880, at 40 min past 2 P.M.  
 Benj. C. Levy Recorder.