

Witnesseth Whereas the said Charles J. Elford hath purchased from the said
County of Alameda the Lot of Land hereinafter described and by reason thereof
hath become indebted to the said County of Alameda by three sealed notes as fol-
-lows one for one thousand and fifty dollars due one year after date with interest
from date one for one thousand and fifty dollars due two years after date with inter-
-est from date and one for one thousand and fifty dollars due three years after date
with interest from date all bearing even date with these presents

Now This Indenture Witnesseth That the said Charles J. Elford
and in consideration of the said debts or sums payable as aforesaid and for the better
securing the payment thereof to the said County of Alameda according to the true
intent and meaning of the said three sealed notes and also in consideration of
the sum of Five Dollars by the said County of Alameda to him the said Charles J.
Elford in hand paid at and before the sealing and delivery of these presents of
Grant, Bargain, Sell, Give, Release, Convey and Confirm unto the said County of
Alameda and to his heirs and assigns forever All that Lot piece and parcel of Land
lying and being in the Town of Hercules in the State of Nevada being comprised of
No 7, 8, & 9, in the North Western Square of the said Town as laid down in the
plan of the same and having the following boundaries and dimensions by be-
-aring at a stake at the Western corner of Jackson and Avenue Streets and running
thence with Jackson Street S 64 W Two hundred and ninety four feet to a stake on
Street thence with Market Street S 74 W Two hundred feet to a stake on a street
runs between this lot and the lot occupied by John E. Prince thence with said
W 16 E Two hundred and ninety four feet to a stake on Avenue Street thence
with Avenue Street S 74 E Two hundred feet to the beginning conveyed to me
said Elford by deed of the date

Together with all and singular the Rights, members
and appurtenances thereto belonging in anywise appertaining and the reversion
renewal, Remainder and Remainder, Residue and profits thereof

To have and to hold the said Lot of Land with the appurtenances
unto the said County of Alameda his heirs and assigns forever

Provided always Whereby and it is the true intent
meaning of the parties to these presents that if the said Charles J. Elford his heirs
Executors or Administrators shall well and truly pay or caused to be paid unto the
County of Alameda the sum of Three thousand one hundred and fifty dollars
with interest thereon according to the three sealed notes aforesaid above men-
-tioned and from thenceforth these presents shall be utterly null and void any thing
herein contained to the contrary thereof in any wise notwithstanding

And it is covenanted and agreed by and between the parties
to these presents that until default shall be made in payment of the aforesaid sum as before
-said forth and the interest for the same it shall and may be lawful to and for the said
Charles J. Elford peaceably and quietly to hold use occupy possess and enjoy
all and singular the premises above granted and released and every part
thereof with the appurtenances and to have receive and take the rents issues and
profits thereof to his own particular use and behoof of any thing herein contained
to the contrary hereof in anywise notwithstanding

In Witness Whereof the said parties have hereunto set their hands
and seals the day and year first above written

C. J. Elford
C. D. Alwood