

and offered the seal of the Court this first day of
 County Judge October 1st 1881 John Chas
 Clerk
 Recorded this 1st day of October 1881

R R Sheppard
 Clerk

Samuel Moore & wife

Wm F Creary

Witness

Wm F Creary

Wm F Creary

Attest

R R Sheppard

Clk of Court

Know all men by these presents that we Samuel Moore
 and Ophelia Moore of the State of Nevada County of Santa Rosa
 & Town of Millerton for and in consideration of the sum of Two
 Hundred Dollars to us in hand paid by William F Creary of the
 State & County aforesaid the receipt whereof is hereby acknowledged and
 confessed have given granted bargained and sold and by these
 presents do give grant bargain sell and convey unto the
 said Creary his heirs and assigns the following real estate
 lying and being situate in the State and County aforesaid and
 within the Town of Millerton and described as follows To Wit Lots
 (3 & 4) three and four and so much of six (6) as is now enclosed
 with a picket fence the whole measuring in depth two hundred
 and thirty four feet and six inches on the south side and
 two hundred and fifty five feet six inches on the north side
 and in width one hundred & twenty two feet as now enclosed
 in Block (13) Station according to a plan on the Records of said
 County at page 466 Book A being the lots on which is situated
 the residence now occupied by us in the Town of Millerton.

To have and to hold unto the said Creary his heirs and assigns
 forever

The foregoing instrument is intended as a mortgage to secure
 the payment of a promissory note of even date herewith for
 the sum of Two Hundred Dollars with eight per cent interest
 from date until paid made by us the said Samuel Moore
 and Ophelia Moore and due 1st September 1882. Now of
 the said Moore shall pay said note at maturity then this
 instrument shall void else to remain in full force and virtue
 It is further understood and agreed that said Creary shall have
 the charge & control of said mortgaged property and we further
 agree to give said Creary possession of said mortgaged on the
 1st day of September 1881. And for him the said Creary
 to use and control the same free of rent during the term
 of this mortgage. and it is also understood that in the event
 of default made in the payment of the debt secured hereby
 and in case the said Creary shall foreclose this mortgage
 we agree to pay his reasonable attorneys fees therefore

In Witness whereof we have hereunto set our hands and
 seals this 1st day of September 1881

Witness of Ophelia Moore
 R R Sheppard Samuel Moore