

J Jacoby

to  
Lerwin & Simon

This Indenture made the Second day of  
November in the year of our Lord one  
thousand eight hundred and seventy five  
Between Jacob Jacoby of the town and

County of Eureka State of Nevada the party of the first  
part and Lerwin & Simon of the same place the parties  
of the second part. Witnesseth that the said party of the  
first part has leased and demisead by these presents  
do lease and demise unto the said parties of the second  
part. That certain House and lot in the town of Eureka  
State of Nevada, known as Lot No (5) in Block Sixteen (16)  
of the McCleary Survey of the Town of Eureka the said  
lot being twelve feet (12) front on Main Street and run-  
ning one hundred feet in a Westerly direction, with the  
appurtenances for the term of One year from the first day  
of November A.D. one thousand eight hundred and seventy  
five at the monthly rent or sum of Two Hundred dollars  
payable in gold coin of the United States of America. Month-  
ly in advance, in monthly payment of Two Hundred Dollars.

Provided that the said parties of the second part  
shall have the privilege of leasing said property for the  
term of two years from said 1st of November 1875, upon the  
terms herein agreed upon.

And it is hereby agreed. That if any rent shall be due  
and unpaid, or if default shall be made in any of the

covenants herein contained, then it shall be lawful for the said party of the first part to re-enter the said premises and to remove all persons therefrom. And the said parties of the second part do hereby covenant promise and agree to pay the said party of the first part the said rent in the manner hereinbefore specified, Provided that the parties of the second part shall only pay the said two hundred dollars per month while they shall have a sub-tenant in said house, and that during the time that they shall occupy said premises alone and without any sub-tenant, then the monthly rent of said property shall be one hundred and fifty dollars per month payable as above stated, in advance. Provided further that party of the first part shall keep said property in good repair and condition during said term of lease. And that at the expiration of said term, the said parties of the second part will quit and surrender the said premises in as good state and condition as reasonable use and wear thereof will permit (damages by the elements excepted.) Provided further that should the said parties of the second part desire to dispose of their interest in said lease before the term expires, they shall only sublet said premises upon the condition that the sub-lessee shall pay the sum of two hundred dollars per month without any conditions as to the number of tenants occupying the same.

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

J Jacoby  
Levin & Simon



State of Nevada }  
County of Eureka }

On this second day of November A.D. one thousand eight hundred and seventy five personally appeared before me F Gaspeyne a Notary Public in and for the said County of Eureka, J Jacoby and Levin & Simon of the aforesaid County and State whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto, and the aforesaid parties being examined have duly acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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

F Gaspeyne

Notary Public.

Recorded at the request of Levin & Simon Nov 2d A.D.  
1875 at 20 minutes past 1 o'clock P.M.

R. S. Shaze  
Recorder