

Frank Abadie
with
Louis R Kelly.

Sease.

This Indenture made the twenty sixth day of May in the year of our Lords One thousand eight hundred and seventy six Between Frank Abadie of the town of Eureka, Eureka County State of Nevada the party of the first part and Louis R Kelly of the same place the party of the second part Witnesses That the said party of the first part has leased and demised and by these presents does lease and demise unto the said party of the second part that certain lot or parcel of land lying and being in the town of Eureka, Eureka County State of Nevada, known and designated as lot no two (2) in Block No eleven (11) of the W W Mc Coy Survey of said town and bounded and described as follows to wit commencing at a point in the western line of Main street, twenty five (25) feet southerly from the southern line of Treasure street and running thence westerly and parallel with Treasure street one hundred (100) feet to Minor Street, thence southerly along the eastern line of Minor Street twenty five feet (25) thence easterly and parallel with Treasure street, one hundred (100) feet to Main Street thence northerly along the western line of Main Street twenty five (25) feet to the place of beginning and the house and tenement thereon with the appurtenances for the term of two years from the first day

of June AD one thousand eight hundred and seventy six at the annual rent or sum of six hundred (600) dollars payable in gold coin of the United States of America, monthly in advance in monthly payments of fifty (50) dollars each and every month. And it is hereby agreed that if any rent shall be due and unpaid for the space of ten days 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 party of the second part does hereby covenant promise and agree to pay the said party of the first part the said rent in the manner herebefore specified. And not to let or underlet the whole or any part of said premises without the written consent of the said party of the first part. And it is further agreed by and between the parties that if the party of the second part shall fail or refuse to pay the said rents during the first year of this Lease in manner and form and at the times herebefore stated, then and in such case the houses, tenements and improvements that may or shall have been erected placed or constructed on the above described lot of land by the party of the second part or his assigns by said written consent of the party of the first part shall belong to and be the property of the party of the first part and it shall not be lawful for the party of the second part to remove the same at any part thereof. And that at the expiration of said term the said party 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).

It is further agreed by and between the parties that if the party of the second part or his assigns (by consent in writing) shall neglect or refuse to pay the rents for the second year of this Lease at the times and in the manner and form as aforesaid that the houses, tenements and improvements that the party of the second part may place, erect, or construct on said lot of land shall be and remain thereon until the first day of June 1878 and shall not be removed or taken therefrom but shall be subject to the uses, occupation and enjoyment of the party of the first part free of charge and of right until the said first day of June 1878 at which said last mentioned date the party of the second part or his assigns may remove the same.

In witness whereof the said parties have hereunto set their hands and seals the day and year first above written.

Frank Abadie

Louis R. Kelly

(Seal)

(Seal)

State of Nevada }
County of Esmeralda } s.s.

On this thirty first day of May AD one thousand eight hundred and seventy six before me R. S. Chase, Recorder and ex-officio Auditor in and

for said Emery County personally appeared the within named, Frank Abadie and Louis R. Kelly whose names are subscribed to the annexed instrument as parties thereto personally known to me to be the individuals described in and who executed the said annexed instrument and who each severally duly acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes herein mentioned.

(Seal)

In witness whereof I have hereunto set my hand and affixed my Official seal in said County the day and year in this Certificate just above written.

R. S. Chase Recorder

Recorded at the request of Frank Abadie May 31st 1876 at 2 o'clock P.M.

R. S. Chase
Recorder