

John Murphy  
D.

J B McKernan  
and William Gillen.

This Indenture made the 27th day of January in the year of our Lord, One thousand eight hundred and seventy seven, Between John Murphy of the town and County of Eureka, State of Nevada, the party of the first part and J B McKernan and William Gillen of the same place, parties of the second part Witnesseth That the said party of the first part has leased and demised and by these presents does lease and demise unto the said parties of the second part all of Lots Four (4) Five (5) Six (6) and Seven (7) in Block Number Nine (9) of the McCoy Survey of the said town of Eureka having each a frontage of Twenty five (25) feet on the west side of Main Street and extending back an uniform width to the east line of Monroe Street a distance of one hundred (100) feet with the appurtenances for the term of six months from the 27th day of January A D One thousand eight hundred and seventy seven, at the term rent or sum of Three Hundred (300) Dollars, payable in gold coin of the United States of America monthly in advance in equal payments of Fifty (50) Dollars in U S gold coin on the 27th day of each month during the pendency of this lease.

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 herein before specified.

Unless the said parties of the second part shall purchase the said premises as hereinafter provided and in such case this lease shall be determined and ended and the parties of the second part shall not be liable for rent after the date of such purchase. And that at the expiration of the 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, and the said party of the first part hereby grants unto the parties of the second part the privilege of purchasing said premises, that is to say the party of the first part covenants and agrees to and with the parties of the second part that he will on or before six months from the date hereof sell and convey and make execute and deliver to the parties of the second part their heirs and assigns a good and sufficient deed of the premises herein described free from all incumbrances, upon the payment to him of the sum of \$1000<sup>00</sup> U S gold coin on the delivery of such deed and their promissory note for the further sum of 1000<sup>00</sup> payable in six months from its date with interest at 2% per cent per month all in U S gold coin and secured by mortgage on the said premises. In Witness Whereof the said parties have hereunto

set their hands and seals the day and year first above written  
 Signed Sealed and Delivered }  
 in presence of }  
 C. Hansing }  
 John Murphy Seal  
 J. B. McKernan Seal  
 Wm. Gillew Seal

Recorded at request of J. B. McKernan Jan'y 29<sup>th</sup> 1877 at 55 min  
 past 11 a.m.  
 R. L. Chase Recorder