

John S. Cabard

To
William Gano

Know

This indenture made the twenty seventh
day of July in the year of our Lord God
a thousand eight hundred and seventy eight
Between John S. Cabard of the Town and

County of Curran State Nevada the party of the first part
and William Gano of the same Town County and State the party
of the second part Witness that the said party of the first part
for and in consideration of the sums several and agree-
ments hereinafter mentioned, received and contained in the
part and behalf of the said party of the second part his exec-
administrators and assigns to be paid, kept and given
has granted devised and let and by these presents

grant devise and let unto the said party of the second
 part his executor, administrators and assigns, all of the
 premises on the East side of Main Street in said Town
 of Aurora County and State of Kansas in A. Morris's survey
 and adjoining the Saloon of A. Pumas on the North and
 known as the St Louis Bakery and Restaurant said premises
 being designated on the Map or Plat of said survey as lot
 number Six Ninety (19) in block number Six (6) having a
 frontage of Twenty five (25) feet on said Main Street and
 extending back to the West line of Paul Street. To Have and
 to hold the said premises unto the apprehendants, unto the
 said party of the second part his executor, administrators and
 assigns from the first day of June A.D. thousand eight hundred
 and ninety eight year until during the full term of Two Years
 thence next ensuing and full term complete and ended. To hold
 and paying therefor unto the said party of the first part his
 heirs and assigns monthly in advance during the said term
 the amount of rent or sum of Sixty (\$60) dollars gold coin not
 more to be paid on the first day of each and every month
 during the said term. Provided always, nevertheless, that if the
 rent above reserved or any part thereof shall be in arrears and
 on any day of payment when the same ought to be paid or
 arrears or if default shall be made in any of the payments
 herein contained, on the part or behalf of the said party of the
 second part his executor, administrators and assigns, it be paid
 kept and preserved, then and from thenceforth it shall and may
 be lawful for the said party of the first part his heirs and assigns
 into and upon the said premises, and every part thereof wholly
 or in part, and the same to have again, repossess and enjoy as
 in his first and former estate, anything herebefore contained
 to the contrary thereof notwithstanding. And the said party
 of the second part for himself and his heirs, executor and
 administrators doth hereby covenant and agree to and with the
 said party of the first part his heirs and assigns that the said
 party of the second part his executor, administrators or assigns
 shall give without fail during the said term well and duly
 pay or cause to be paid unto the said party of the first part his
 heirs or assigns, the said rent on the days and in the manner
 limited and prescribed as aforesaid for the payment thereof without
 any deduction, fraud or delay, according to the tenor and
 meaning of these presents, nor lease nor underlet nor grant
 any other premises to occupy or improve the same or make or suffer
 to be made any alterations therein but with the approbation of
 the lessor having been first obtained, and that on the last day
 of said term or other sooner determination of the estate hereby
 granted, the said party of the second part his executor, admini-
 strator and assigns, shall and will peacefully and quietly
 law, summa, in forma et sine suit unto the said party of the first
 part his heirs or assigns, all and singular the said premises
 in good state and condition, as the same are now or may be
 put into, repaired, used and when they are and damaged by the
 elements excepted. And the said party of the first part further
 doth and his heirs and assigns do hereby covenant and agree

that the said party of the second part his executors admin-
 istrators and assigns paying the said debt and performing
 the covenants and agreements aforesaid the said party of the
 second part his executors administrators and assigns shall
 and may at all times during the said term peacefully
 and quietly have and enjoy the said premises without any
 manner of let suit trouble or hindrance of or from the said
 party of the first part his heirs or assigns and the party of
 the second part agrees at his own expense to keep the said
 demised premises in good repair and walls included and
 that the party of the first part shall not be held responsible
 for any repairs alterations or improvements made in
 said premises of whatever nature shall not be removed
 but shall be a part and parcel of said premises any-
 thing to the contrary herein contained notwithstanding

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

John S. Capron Trust
 Opp. Garret Trust

Recorded at the Request of J. S. Capron Trust 6th A. D. 1878
 at 35 minutes past 12 A. M. R. L. Shaw Recorder of Deeds