

Lease.

N. J. Franklin

To

A. W. Randolph

This Indenture, Made the Fifteenth day of March in the year of our Lord one thousand eight hundred

and seventy nine Between N. J. Franklin party of the first part and A. W. Randolph, party of the second part, party of the first part residing in San Francisco, and State of Cal, and party of the second part, residing in Eureka, and State of Nevada, party of the second part,

Witnesseth, that the said party of the first part, does by these presents lease and demise unto the said party of the second part his House situated on Main Street in the town of Ruby Hill Eureka County, and State of Nevada, and formerly used by Fred Giltz as a Liquor Store, and bounded on the North Side next to Dr Lukens Drug Store with the appurtenances for the term of Two Years from the Fifteenth day of March A. D. one thousand eight hundred and seventy nine at the rate of rent or sum of Fifty Dollars per month payable in gold coin of the United States of America, payable monthly in advance, on the Fifteenth day of each and every month during said term. And it is further agreed and understood that the said party of the second part, shall not occupy the said premises for any other business, but for that of a Liquor Saloon, without the written consent of the said party of the first part. 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 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 herein before specified. And not to let or underlet the whole or any part of the said premises without the written consent of the party of the first part. Party of the first part reserves the right to sell or dispose of said premises and by doing so this Lease ceases to be in force, and this contract shall then be null and void. Party of the second part agrees that he will not, permit any person to make any improvements, or alteration, on said premises, without the written consent of the party of the first part. 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.)

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 the Presence of J. Galisher M. J. Franklin

N. J. Franklin Abe Randolph

Seal Seal

State of Nevada } ss. County of Eureka }

On this 12th day of March A. D. 1879, before me Jas W. Smith a Notary Public in and for the County and State aforesaid, personally appeared M. J. Franklin known to me to be the same person whose name is subscribed to the annexed instrument, as a witness thereto, who being by me duly sworn, deposed and said that he resides in the Town of Eureka County and State aforesaid that he was present and saw N. J. Franklin aforesaid, personally known to him to be the same person described in and who executed the said Instrument, as a party thereto, Sign, Seal and deliver the same;

and that the said M. J. Franklin acknowledged in the presence of said affiant that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned, and that he, the said affiant, subscribed his name to said Instrument as a witness thereof.

(Seal)

In Witness Whereof, I have hereunto set my hand and affixed my seal, at my office in the town of Eureka, Nevada, the day and year in this Certificate first above written.

Jas. W. Smith, Notary Public  
Eureka County, Nevada.

Recorded at the Request of M. J. Franklin, March 12th A. D. 1879, at  
Ten o'clock A. M.

Ray. C. Levy, Recorder.