

James A. Whittom

To
Chris Malatesta and
H. M. Liggett

This Indenture, made the Twenty second day of April in the year one thousand eight hundred and seventy Nine, between J. A. Whittom of the Town and County of Curucka State of Nevada of the first part, and Christopher Malatesta and H. M. Liggett both of the same place, of the second part. Witnesseth: That the said party of the first part hath letten, and by these presents doth grant, demise and to farm let unto the said parties of the second part all the following described pieces or parcels of land situated in the Town and County of Curucka, State of Nevada: to wit: the East Eighteen (18) feet of Lot no (11) eleven, in Block no six (6) and Nine (9) feet of the South East corner of Lot Number Ten (10) in Block No Six (6) all in Monroe's Survey of the Town of Curucka aforesaid. Said parcels of ground, in the aggregate comprising a piece of land on the North west corner of Clark and Buel streets in said Town of Curucka fronting Eighteen (18) feet on the north side of Clark street, and extending northerly the same width a distance of Thirty four (34) feet the east line of said parcel of land, being the West line of Buel street: with the appurtenances, for the Term of Two (2) years from this date, at the Term rental of Twelve Thousand (12000) Dollars in United States Gold Coin, payable at the rate of Fifty (50) Dollars per month, monthly in advance, to wit, on the Twenty second (22nd) day of each month, during the continuance of this Lease:

And the said parties of the second part doth covenant to pay to the said party of the first part, the said Term rental as herein specified Namely, in monthly payments in advance on the Twenty second day of each month during said Term and that at the expiration of the said Term; the said parties of the second part will quit and surrender the premises hereby demised and

as hereinafter provided: and the said party of the first part doth covenant that the said parties of the second part, on paying the said rental as aforesaid and performing the covenants aforesaid and hereinafter named, shall and may peaceably and quietly have hold and enjoy the said demised premises, for the term aforesaid, and it is agreed that if any rent shall be due and unpaid, or if any 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 it is hereby further covenanted and agreed by the parties of the second part, to and with the party of the first part, as follows: to wit: That whereas the said parties of the second part are desirous, and are about to erect a two story frame building upon the premises hereby demised and whereas said parties of the second part are unable to procure all the necessary lumber and material therefor, without the assistance of the said party of the first part, and whereas, the said party of the first part is willing to render such assistance, and to furnish to said parties of the second part lumber and material, for the construction of said building, to an amount in value approximating the sum of Six hundred (600) Dollars in U.S. Gold coin.

Now therefore in consideration of the premises and the furnishing of said lumber and material, by the said party of the first part for the purpose aforesaid, the said parties of the second part, doth hereby covenant promise and agree, to and with said party of the first part, to pay to the said party of the first part, in United States Gold coin, the amount and value of such lumber and material so furnished to the said parties of the second part, at the times and in the manner following to wit. One third ($\frac{1}{3}$) thereof in thirty (30) days from the date hereof, one third ($\frac{1}{3}$) thereof in sixty (60) days from the date hereof; and the remaining one third ($\frac{1}{3}$) in ninety (90) days from the date hereof: And it is hereby expressly declared to be the sense, intent and meaning of the foregoing covenants of payments, that in the event of the failure of the said parties of the second part to make the payments to the said party of the first part at the times and in the manner specified as aforesaid then and in that event, the said parties of the second part, shall and they and each of them do hereby covenant and agree to surrender all their and each of their right, title and interest in and to said building, and every part thereof, and all payments which they may have made, at the time of such failure, to the said party of the first part, and the whole of such building and the rights of the said parties of the second part, therein shall then and there revert to the said party of the first part, without let or hindrance. And it is hereby further covenanted and agreed, to and with the party of the first part that the value of all lumber and material which may be furnished by the party of the first part for the construction of the building aforesaid, shall be and the same is hereby declared to be a lien upon the same, and may be enforced as such, at the option of the party of the first part:

And it is hereby further covenanted and agreed by the said parties of the second part to and with the said party of the first part in consideration of the premises, that in the event of the failure of said parties of the second

part to make the payments for the lumber and material, as aforesaid and in the manner and at the terms aforesaid, or either or any of said payments, the said parties of the second part, will, upon the demand of the said party of the first part, surrender up the possession of the premises hereby demised, and cancel the lease therefore without let or hindrance.

And it is hereby further understood and agreed, that upon the full compliance by the said parties of the second part of all the terms and conditions of the foregoing lease, the said parties of the second part shall have the right and privilege to remove all improvements made by them on said premises, at ^{and} upon the expiration of the ^{term} of this lease: to wit at the end of two years.

And it is hereby further understood and agreed, by the parties of the second part, that they will not let or underlet or assign this lease, or any part of the premises, hereby leased, without the written consent of the party of the first part. In Witness Whereof the parties hereto have set their hands and seals this 22nd day of April A. D. 1879

J. S. Whilton
Chris Malatesta
H. M. Liggett

Seal
Seal
Seal

State of Nevada } ss
County of Esmeralda }

On this 23rd day of April A. D. One Thousand Eight Hundred and Seventy Nine before me Geo. W. Merrill a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. S. Whilton Chris Malatesta and H. M. Liggett whose names are subscribed to the annexed Instrument, as parties thereto, who are personally known to me to be the individuals described in and who executed the annexed instrument, and each duly acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In Witness Whereof, I have herewith set my hand and affixed my Official Seal, in said County, the day and year in this certificate first above written

Seal

Geo. W. Merrill
Notary Public

Recorded at the Request of James S. Whilton April 24th A. D. 1879 at 15 Min. past 2 P. M.
Wm. C. Levy Recorder By H. C. Steichelman Deputy