

J. S. Whilton

Lease

Louis Brandt

This Indenture, made and entered into at Coureka State of Nevada, this 6th day of May A. D. one Thousand Eight Hundred and Seventy Nine Between J. S. Whilton of Coureka County State of Nevada the party of the first part and Louis Brandt of said County and State the party of the second part, Witnesseth, that the said party of the first part, has letten, and by these presents does grant, demise, and let unto the said party of the second part, and the said party of the second part has hired and taken, and by these presents does hire and take of and from the said party of the first part the following described premises situated in the Town of Coureka County of Coureka and State of Nevada and bounded particularly described as follows: to wit: A portion of Lot number (11) eleven in Block Number (6) six in the number of survey of the town of Coureka Coureka County Nevada said part or portion thereof being twenty four feet wide by forty feet long upon the West end of said lot, and fronting twenty four feet upon Main street in said Town. Provided, that if the said party of the second part desires to erect a building twenty five (25) feet wide upon said piece then and in that case he shall be entitled to occupy a piece of said lot 25 feet wide by forty feet long for that purpose with the appurtenances for the space of three years from the first day of June A. D. One Thousand Eight Hundred and Seventy Nine at the monthly rent or sum of One hundred (\$100⁰⁰) Dollars: payable monthly in advance, in equal payments of One Hundred Dollars in

Gold Coin of the United States, of the Standard of A. D. 1861. Provided that if the said party of the First should during the pendency of this lease sell or dispose of said ^{demised} premises in that case the said second party is to surrender the said premises upon 15 days notice at any time after the expiration of two years.

And it is 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 to pay the said party of the first part the said monthly rent, herein reserved ^{in said premises, or make or suffer any alterations to be made therein, without the written consent of the said party of the first part.} ~~in said premises, or make or suffer any alterations to be made therein, without the written consent of the said party of the first part.~~ ^{the manner therein specified and not to let or underlet the whole or any part of} ~~the whole or any part of~~ ^{the premises, or make or suffer any alterations to be made therein, without the written consent of the said party of the first part.} ~~the premises, or make or suffer any alterations to be made therein, without the written consent of the said party of the first part.~~

And that at the expiration of said term, or any sooner determination of this Lease, the said party of the second part will quit and surrender the premises hereby demised, in as good order and condition as reasonable use and wear thereof will permit, damages by the elements excepted. And if the party of the second shall hold over the said term with the consent, ^{shall} express or implied, of the party of the first part, such holding be construed to be a tenancy only from month to month. It is further understood and agreed that the said party of the Second is to have the privilege of erecting upon said premises such buildings as he may desire with the right to remove the same at the expiration of this lease provided that the rent herein stipulated to be paid shall have been fully paid. But no building or other improvements erected upon said premises shall be removed therefrom until all the terms hereof shall be fully complied with. It is further expressly agreed that any and all improvements erected upon said premises shall be without any charges or expense to the party of the First part. And it is further understood and agreed that the said party of the First shall have the privilege of using the north wall of any building erected upon said premises as a party wall during the pendency of this lease.

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

Louis Bonardt L.S.
 J. S. Whitton L.S.

State of Nevada } ss
 County of Esmeralda }

On this 12th day of May A. D. one thousand eight hundred and seventy nine before Benf. C. Levy, Recorder and ex officio Auditor in and for said Esmeralda County, personally appeared the within named J. S. Whitton and Louis Bonardt 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 for himself 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 hereunto set my hand and affixed my official seal, in said County, the day and year in this certificate first above written.



Benf. C. Levy Recorder

Recorded at the Request of L. Brandt May 12th A. D. 1879
at two o'clock P. M. To wit. Lenny Recorder By G. P. Steichelman Depty