

J. S. Whilton

Lease

U. P. Monroe and
James C. Anderson

This Indenture, made and entered into at
Couseka Co. State of Nevada, this Twenty Ninth
day of Sept. A. D. One Thousand Eight Hun-
dred and Seventy Nine. Between J. S. Whilton of Couseka County
State of Nevada the party of the first part and U. P. Monroe and
James C. Anderson of said County and state the parties 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
parties of the second part, and the said parties of the second part have
hired and taken, and by these presents do hire and take of and
from the said part of the first part

The following described land and premises and described
as follows Viz All that certain Bakery situated on the South
west corner of Lot No one (1) in Block No Thirteen (13) of the Monroe
survey of the Town of Couseka and known as the New York Bakery, the
same being 114 feet front on Spring Street by 37 feet depth on Clark Street
together with all show cases, counters, heaters, ovens, bake pans and
generally all fixtures of whatsoever kind or name thereunto belong-
ing, and it is agreed that in case any other fixtures or utensils be
added to those now therein that the same shall be left therein and
become the property upon the termination of this lease, and it is
further agreed that the room now occupied as a paint shop over the
Oven in the said bakery is excepted from this lease with the appur-
tenances for the term of Thirty one months from the Tenth day of
October A. D. One Thousand Eight Hundred and Seventy Nine
at the rent or sum of Nine Hundred and Thirty \$930.⁰⁰ Dollars, pay-
able in advance, in equal monthly payments of Thirty (\$30) Dollars
in Gold coin of the United States, that is \$30 on the 10th day of Oct 1879.
and \$30⁰⁰ on the 10th of each month thereafter until the whole amount
is paid

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 part 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 to pay
the said party of the first part the said monthly rent, herein reser-
ved in the manner herein specified. And not to let or underlet the
whole or any part of said premises, or make or suffer any alteration
to be made therein, without the written consent of the said part
the first part; and not to assign this Lease without the w

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 parties 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 parties of the second part shall hold over the said term with the consent, expressed or implied, of the party of the first part, such holding shall be construed to be a tenancy only from month to month.

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

J. S. Whitton

U. P. Monroe

Gas. C. Anderson

State of Nevada } ss
County of Esmeralda }

On this 30th day of September A. D. one thousand eight hundred and seventy nine personally appeared before me, Sam Goldstone a Notary Public in and for the County of Esmeralda J. S. Whitton, U. P. Monroe and Gas. C. Anderson whose names - subscribed to the annexed instrument as parties thereto, personally known to me to be the same person described in and who executed the said annexed instrument, as parties thereto, and each for himself and not one for the other duly acknowledged to me that - 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, the day and year in this Certificate first above written.

Sam. Goldstone Notary Public

Recorded at the Request of U. P. Monroe Sept 30th A. D. 1879
at 5 o'clock P. M. Bonf. C. Levy Recorder By W. P. Steichelman Deputy