

Lease

J. S. Whitton
 vs.
 Jas. F. Mason

This Indenture, made and entered into at Cooska State of Nevada, this 23rd day of September A. D. One Thousand Eight Hundred and Seventy Nine Between J. S. Whitton of Cooska County State of Nevada the party of the first part and James F. Mason 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 and County of Cooska State of Nevada and bounded and particularly described as follows to wit: A portion of Lot number eleven in Block Number Six of the Monroe Survey of the town of Cooska County of Cooska State of Nevada, the portion of said lot hereby demised, being twenty four feet wide by forty feet long upon the west end of said, and fronting twenty four feet wide upon main street, in said town and extending easterly the same uniform width a distance of forty feet with the appurtenances for the space of two years and eight months from the first day of October A. D. one Thousand Eight Hundred and Seventy Nine at the monthly rent or sum of One hundred (\$100) Dollars, payable monthly in advance in equal payments of One hundred Dollars in Gold Coins of the United States, of the Standard of A. D. 1861.

Provided that if during the pendency of this lease the said party of the first part should sell or dispose of said demised premises in that case the said second party is to surrender the possession of said premises upon 15 days notice in writing, 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 the manner herein specified. And not to let or underlet the whole or any part of said premises, or make or suffer any alterations to be made therein, without the written consent of the said party of the first part; and not to assign this lease 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 part shall hold over the said term with the consent, expressed or implied, of the party of the first part, such holding shall be constructed 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
 Signed, Sealed and Delivered in the Presence of } Jas. F. Mason
 U. B. Baker } J. S. Whitton

State of Nevada }
 County of Esmeralda }

On this 24th 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 Jas F. Mason and J. S. Whitton whose names — subscribed to the annexed instrument as parties thereto, personally known to me to be the same persons 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 they 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 James F. Mason October 2nd A.D. 1879
 at 12 minutes past 11 o'clock A.M.

Benj. L. Levy Recorder By N. C. Steichelman Deputy