

Lease.

Eureka Lodge No. 22.
I. O. O. F.
To
Alpha Lodge No. 1.
A. O. U. W.

This Indenture made the Thirty first day of January in the year of our Lord one thousand eight hundred and eighty, Between Eureka Lodge No. 22 of the Independent Order of Odd Fellows of Nevada, at Eureka, Eureka County in said State, by and through its Trustees Charles L. Brog, Benjamin C. Ferry and Morris Calisher all of the same place, therunto duly authorized by the said Eureka Lodge No. 22, I. O. O. F. by resolution dated December 4th 1879, to wit: "The trustees are authorized to consult and make arrangements with the Trustees of other organizations for the purpose of securing their tenancy of the new hall in the Foley and Richard Building," the party of the first part, and Alpha Lodge No. 1. of the Ancient Order of United Workmen, at Eureka aforesaid, by and through its Trustees A. E. Shannon, W. J. Broadley and E. A. Fletcher, therunto duly authorized by the said Alpha Lodge No. 1. A. O. U. W. by resolution dated December 23rd A. D. 1879, to wit: "The offer of the Trustees of Eureka Lodge No. 22 I. O. O. F. of Nevada, to let the new hall to Alpha Lodge No. 1. A. O. U. W. for one year at \$35⁰⁰ per month on Tuesday evenings, with the privilege of two years thereafter on the same terms was upon motion accepted," the party of the second part, Witnesseth, that the said party of the first part, has let and by these presents does grant, demise and let unto the said party of the second part, all of the following described premises, to wit: Those few certain rooms in the new brick building now being in the course of completion, in the town of Eureka, Nevada, and owned by M. D. Foley and R. Richard and by them let and demised unto the said party of the first part and described in a lease bearing date December 20th 1879, and duly recorded in the Office of the County Recorder of Eureka County, Nevada, in Book "A" of "Miscellaneous" on pages 631, 632 & 633, on each and every Tuesday for the term of one year from the Tenth day of February A. D. 1880, or as soon thereafter as the said premises shall be ready for occupancy, at the yearly rent of Four Hundred and twenty Dollars in U. S. Gold Coins, to be paid in monthly payments of Thirty five Dollars per month in advance. And it is agreed that if the said rent, or any part thereof 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 remove all persons therefrom. And the said party of the first part hereby further agrees to furnish the said Hall and keep it furnished during the term of this Lease in a comfortable manner, and to keep the same in good order and furnish all wood and lights required. And the said party of the second part doth covenant to pay to the said party of the first part the said yearly rent as herein specified namely in monthly payments in advance as aforesaid during the said term of one year. And that at the expiration of said term, the said party of the second part will quit and surrender the premises hereby demised in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted. It is however expressly stipulated by and between the parties hereto, that in case the said premises should be destroyed in whole or in part by fire or the Act of God, then and in that event the rent herein specified shall cease, until the

premises aforesaid shall become again tenable during the term of this Lease. And the said party of the second part hereby agrees not to let or underlet the said premises or any part thereof without the written consent of the party of the first part. And the said party of the first part does covenant that the said party of the second part, on paying the said yearly rent in the manner aforesaid, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid. And the said party of the first part further covenants and agrees that the said party of the second part shall have the privilege of renewing this lease at the expiration thereof for a further term of two years upon the same terms and conditions as herein specified. And it is further agreed that these presents shall bind the successors and assigns of the respective parties hereto. In Witness Whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

Eureka Lodge No. 22 I. O. O. F. Seal
 By its Trustees
 C. L. Brooy Seal
 Benj. L. Levy Seal
 M. Calisher Seal
 Alpha Lodge No. 1. A. O. U. W. Seal
 By its Trustees
 A. E. Shannon Seal
 H. F. Hoadley Seal
 G. A. Fletcher Seal

The word "evening" erased before signing }
 Witness Wm. P. Steichelman }

State of Nevada }
 County of Eureka } ss. On this 2nd day of February A. D. 1880, before me Wm. P. Steichelman a Notary Public in and for said Eureka County, personally appeared Charles L. Brooy, Benj. L. Levy and Morris Calisher the Trustees of Eureka Lodge No. 22 I. O. O. F. of the State of Nevada, to me personally known to be the individuals whose names are subscribed to the annexed Instrument as the Trustees of said Eureka Lodge No. 22 I. O. O. F. of the State of Nevada, and they each duly acknowledged to me that they executed the same as Trustees, as aforesaid for and on behalf, and in the name of the said Eureka Lodge No. 22 I. O. O. F. as its free and voluntary act and deed for the uses and purposes therein mentioned and in pursuance of the order and resolution of said Eureka Lodge No. 22 I. O. O. F. directing such instrument to be executed, by signing the same as Trustees thereof and affixing there to its corporate seal and the individual seal of each of said Trustees

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, the day and year in this Certificate first above written.

Seal

Wm. P. Steichelman
 Notary Public,
 in and for Eureka County, State of Nevada.

State of Nevada }
 County of Eureka } ss. On this 2nd day of February A. D. 1880, before me, Wm. P. Steichelman, a Notary Public in and for the said Eureka County, personally appeared A. E. Shannon, H. F. Hoadley and G. A. Fletcher, the Trustees of Alpha Lodge No. 1. A. O. U. W. of Eureka, Nevada, to me personally known to be the individuals whose names are subscribed to

the annexed Instrument as the Trustees of said Alpha Lodge No. 1. A. O. U. W. and they each duly acknowledged to me that they executed the same as the Trustees as aforesaid for and on behalf and in the name of the said Alpha Lodge No. 1. A. O. U. W. as its free and voluntary act and deed for the uses and purposes therein mentioned and in pursuance of the order and resolution of said Alpha Lodge No. 1. A. O. U. W. directing such instrument to be executed, by signing the same as Trustees thereof and affixing thereto its corporate seal and the individual seal of each of said Trustees.

(Seal)

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, the day and year in this Certificate first above written.

Wm P. Steichelman

Notary Public,

in and for Esmeralda County, Nevada.

Recorded at the Request of A. C. Shannon, February 3rd A. D. 1880,
at 12 o'clock M.

Benj. C. Levy.

Recorder.