

Eureka Lodge No. 22.

I. O. O. F.

To

Eureka Lodge No. 16.

F. & A. M.

Lease.

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, Benj. C. Cory and Morris Calished all of the same place, therunto duly authorized by the said Eureka Lodge No. 22 aforesaid by resolutions 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 Rickard Building," the party of the first part, and Eureka Lodge No. 16. Free and Accepted Masons of the State of Nevada, by and through its Trustees, Hiram Johnson, H. H. Conklin and W. W. Bishop, all of Eureka aforesaid, therunto duly authorized by the said Eureka Lodge No. 16. F. & A. M. aforesaid, by resolutions dated December 29nd A. D. 1879, to wit: "Upon motion the trustees were empowered to rent the hall in the Foley and Rickard Building for all the Saturday nights in each and every month for the term of three years with a privilege of three years thereafter and the rent not to exceed the sum of Fifty Dollars per month," the party of the second part, Witnesseth, that the said party of the first part has letters, and by these presents does grant, demise and let unto the said party of the second part, all the following described premises to wit: Those four certain rooms in the new brick building in the town of Eureka, Nevada now being in course of completion and owned by M. D. Foley and R. Rickard 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 Lib. "A" of "Miscellaneous" on Pages 631, 632 + 633, on each and every Saturday for the term of three years 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 Six Hundred Dollars in U. S. Gold Coin, to be paid in monthly payments of Fifty Dollars, monthly 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 to remove all persons therefrom. And the said party of the first part hereby further agrees to furnish 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 three years. 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 tenantable 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, except to other Masonic Bodies or Lodges. 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 to and with the said party of the second part, that in the event that the said party of the first part shall have a renewal of its Lease of the said Hall for the term of three years after the expiration thereof, then in such case the said party of the second part shall have the privilege of renewing this Lease for the term of three years after the expiration thereof, upon the same terms and conditions as contained therein. And it is hereby further understood by and between the parties hereto, 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.

The words "on each and every Saturday" interlined before signing.
 Wm P Steichelman

Eureka Lodge No. 22, I.O.O.F. Seal
 By its Trustees
 C. L. Brog Seal
 Benj. L. Levy Seal
 M. Kalisher Seal
 Eureka Lodge No. 16, F. & A. M. Seal
 By its Trustees
 Herman Johnson Seal
 H. H. Coulter Seal
 William M. Bishop Seal

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. Proy, Benj. C. 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 resolutions 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 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 just above written.

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

State of Nevada. }
County of Eureka } ss.

On this 3rd day of February A. D. 1880, before me Wm. P. Steichelman a Notary Public in and for said County of Eureka, personally appeared Hiram Johnson, H. B. Conklin and W. M. Bishop the Trustees of Eureka Lodge No. 16. F. & A. M. 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. 16. F. & A. M. of the State of Nevada, 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 Eureka Lodge No. 16. F. & A. M., 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. 16. F. & A. M., 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 just above written.

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

Recorded at the Request of H. B. Conklin, February 3rd A. D. 1880, at 45 min past 3. P. M.

Benj. C. Levy,
Recorder.