

Geo. Nevada Company }
to } agreement.

J. F. Payne

From all men by these presents that the undersigned, J. F. Payne of Geo. Nevada, herein known as the lessee, has this day leased from Geo. Nevada Company, a corporation, organized under and by virtue of the laws of the State of Nevada, herein known as the lessor, the following described property:

One 3-ton Mack auto truck, motor no. 1737, for the term of six months from date hereof, unless this agreement is sooner terminated by violation of any of the terms and conditions hereinafter specified, and said lessee hereby agrees to insure and keep insured during the life of this contract the said motor truck, and to pay all such insurance premiums; said policies of insurance to be retained in the possession of the lessor and be in favor of both parties hereto as their respective interests may appear, and to be in a sum of money equal in amount to the total balance due lessor herein.

In consideration of the premises, the undersigned lessee hereby agrees to pay to said Geo. Nevada Company as rental therefor, the sum of two thousand dollars (\$2000.) with interest thereon at the rate of eight per cent (8%) per annum in lawful money of the United States, within the time in the manner following:

- \$ 350. upon the execution of this agreement, the receipt thereof being hereby acknowledged;
 - \$ 311. on or before the 22nd day of May, a. d. 1913;
 - \$ 309. on or before the 22nd day of June, a. d. 1913;
 - \$ 307. on or before the 22nd day of July, a. d. 1913;
 - \$ 305. on or before the 22nd day of August, a. d. 1913;
 - \$ 303. on or before the 22nd day of Sept. a. d. 1913;
 - \$ 151. on or before the 22nd day of Oct. a. d. 1913;
- It is mutually understood and agreed by and

between said lessee and said Lessor, that should the lessee default in making any of said payments as herein agreed, or fail to comply with any and all of the covenants herein contained, or fail to pay all insurance premiums as herein agreed, said Nevada Company, or its attorney, agent, or assigns, may at its option without notice to said lessee, terminate this agreement and with or without due process of law, take and retain possession of said property, wherever it may be situated; and in any such event, the lessee herein hereby waives all damages and agrees to deliver the same to said lessor in good order and condition, free from all liens or encumbrances thereon, or any costs, charge or demand against the same, and all moneys paid to said Lessor as rental thereon prior to any such default, shall be kept and retained by said lessor as liquidated damages for failure to comply with all the terms of this agreement.

It is further mutually understood and agreed, that upon the payment to said lessor of the full sum of two thousand (\$2000) dollars, within the time and in the manner specified hereinbefore, said lessor will make, execute and deliver to said lessee, a bill of sale of said property to said lessee free from all encumbrances; it being expressly understood, however, that the payment of said amount is a condition precedent to the vesting of the title of said property in said lessee, and that title thereto does not pass to, or vest in said lessee until said last mentioned sum has been paid to said lessor as aforesaid.

It is further mutually understood and agreed, that if said lessor shall so elect, it may, in default of any of the payments as aforesaid, consider and declare the whole remainder of said amount due, with or without notice to anyone, and sue and recover the whole of said balance.

It is further mutually understood and agreed that said lessee shall not remove said property from Cerulea County, Nevada, without the written consent of said lessor.

This agreement shall be binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

In witness whereof said parties have executed these presents in duplicate at Genoa, Nevada,

this 22d day of april a. d. 1913.

J. T. Payne, Treasurer
First Nevada Company
By J. B. Wainwright
President.

State of Nevada }
County of Washoe }

Corporate Seal

On this 22nd day of april a. d. one thousand nine hundred and thirteen personally appeared before me J. C. Stoddard, a Notary Public in and for said County of Washoe, J. B. Wainwright known to me to be the President of the corporation that executed the foregoing instrument, and upon oath, did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument 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 at my office in the County of Washoe, the day and year in this certificate first above written.

Notary Seal

J. C. Stoddard
Notary Public in and for the County of Washoe
State of Nevada.

My Commission expires Jan'y 27, 1915.

State of Nevada }
County of Washoe }

On this 22nd day of april a. d. one thousand nine hundred and thirteen personally appeared before me J. C. Stoddard, a Notary Public in and for said County of Washoe, J. T. Payne known to me to be the person who executed the annexed instrument, who 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 at my office in the County of Washoe, the day and year in this certificate first above written.

Notary Seal

J. C. Stoddard
Notary Public in and for the County of Washoe, State of Nevada.
My Commission expires Jan'y 27, 1915.

Recorded at the request of J. C. Stoddard May 8. a. d.
1912 at 3.5 minutes past 4 P. M.

Edgar Carter, Recorder.