

Western Auto Supply Company }
to } Lease
J. F. Payne

This Lease, made this eighth day of February, Nineteen Hundred Thirteen, between the Western Auto Supply Company, a corporation of Reno, Nevada, party of the first part, and J. F. Payne, of Reno, Nevada, party of the second,

Witnesseth: The party of the second part leases and hires of the party of the first part, and the party of the first part hereby lets and leases to the party of the second part the following described personal property:

One thirty-five horse power Model 60T Overland Touring car, Number 601058.

Party of the second part agrees that he will not dispose of said property, or take or allow said property to be taken out of the State of Nevada, and to pay to said first party for the rental, hire and use of said property the sum of Six Hundred and Fifty Dollars (\$650.00), as follows;

Two Hundred Dollars on or before the date of the execution of this lease, and one hundred & fifty Dollars on April 15th 1913, and Seventy-five Dollars (\$75.00) on the Fifteenth day of each month thereafter, and such other sums as are hereinafter mentioned, together with interest from date on all amounts of rent unpaid, at the rate of Eight Per Cent. (8%), which said interest shall be payable on the date that the installments of the rent shall fall due.

It is Expressly Agreed, that the said first party retains the title to all said property, and the said second party acquires no interest in, or title to said property; the second party shall take immediate possession of all of said property, and so long as he complies with the provisions hereof he may retain such possession. Said second party shall keep said property in good repair and pay all taxes and assessments levied or assessed thereon as part of the rent thereof.

All of said property shall be at the risk of the party of the second part so long as the same is

not in the possession of the first party, and no loss thereof or damage thereto while not in possession of the first party shall relieve the second party from the payment of any part of said rent, or the payment of any amounts which may have been made by the first party under the terms of this lease together with interest thereon as aforesaid.

Should the second party fail to pay taxes or assessments on said property when due, or fail to keep said property in good repair, or fail to pay any amount or amounts due any person or persons by reason of said person having a lien upon said property for repairs, gasoline or oil furnished for said property, then the first party may at its option pay the same or have said property repaired, and the amounts of said payments together with interest at the rate of eight per cent per annum, shall be added to the next payment of rent becoming due and shall be repaid to the first party by the second party with such payment.

The second party agrees to pay to the first party the amount of any judgment which may be rendered against and paid by the said party of the first party, together with costs and counsel fees incurred therein, by reason of any damage to person or property caused by said above described property during the continuance of this lease.

If the party of the second party fails to make any payments as herein provided, or fail to comply with the terms and conditions hereof in any respect, the first party may take possession of all of said property without legal proceedings, and all payments previously made by the second party to the first party shall be considered and apply as compensation for depreciation in value, and for the use and rental of said property, and as liquidated damages, and said second party waives all right to the money so paid.

It is Further Understood And Distinctly Agreed, by and between the parties hereto, that at the expiration of said term the second party shall return and deliver to the first party the above described property in good order and condition.

It is Further Distinctly Understood And Agreed, by and between the parties hereto, that in the event second party complies with all the terms and conditions of this agreement, said second party shall then (but not otherwise) have the right to purchase the said property for the sum of One Dollar (\$1.00)

and said first party shall be required to transfer and sell said property to said second party for the said sum of One Dollar (\$1.00) in cash to the said first party on the said fifteenth of August 1913.

This Agreement shall bind and enure to the benefit of the heirs, executors, administrators and assigns of the parties hereto.

In Witness Whereof, The parties hereto have hereunto set their hands and seals this eighth day of February, 1913.

J. F. Payne
Western Auto Supply Company
by P. J. Gillson
Manager

Recorded at the request of P. J. Gillson June 7 A.D.
1913 at 30 minutes past 4 P.M.

Edgar E. Carter, Recorder

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