

Western Auto Supply Company }
to } Lease.

J. F. Payne

This lease, made this fifteenth day of March, one thousand nine 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 part.

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 Model G. #3506 Morris Touring Car.

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 the said first party for the rental, hire and use of said property the sum of One Thousand Dollars (\$1000.00), as follows:

Two Hundred Dollars (\$200.00) on or before the date of the execution of this lease, and One Hundred Dollars (\$100.00) on the first day of May 1913, and One Hundred Dollars (\$100.00) on the first 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 it or title to said property; second party shall take immediate possession of all of said property and so long as he complies with the provisions thereof 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 party, 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 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 amount of said payment together with interest at the rate of Eight per cent 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 part, 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 part fails to make any payments as herein provided or fails 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 rights 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 be paid said first party on the first day of December, 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 set their hands and seals this fifteenth day of March, 1913.

J. T. 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 Cathers, Recorder.