

Mrs. Marietta Bailey, and )

Wallace Bailey )

to )

Eugene C. Johnson )

LEASE.

(I.R. Stamp \$2.00 cancelled)

THIS INENEURE made and entered in to this 26th day of January, 1915, by and between Mrs. Marietta Bailey and Wallace Bailey, both of the town and County of Eureka, State of Nevada, Parties of the first part, and Eugene C. Johnson, of the same town, county and state aforesaid, party of the second part,

WITNESSETH, that the said parties of the first part, for and in consideration of the rents and covenants herein specified, does hereby demise, lease and let to the said party of the second part that certain real and personal property situate and being in Diamond Valley, County of Eureka, State of Nevada, and more particularly described as follows, to wit:

The Bailey Ranch, containing 832 acres more or less, and being included in Townships 23 and 24 N.R. 52 E.M.D.B & M.; also springs, waters, ditches and water rights thereon or thereto pertaining;

also all stables, outhouses, dwelling house, blacksmith shop and tools therein, two farm wagons, two spring wagons, three sets of double harness, one set of single harness, all household furniture, cooking utensils, and all other improvements, farming implements, and personal property located upon, connected with or used upon said ranch; also three work horses branded  $\bar{7}$  one bay horse branded  $\bar{+}$ , one light bay and one brown work horse, both branded  $\bar{2}$ , one grey work horse unbranded, one sorrel saddle horse branded  $\bar{+}$ , each of said horses being branded on the hip, and being located upon said ranch.

TO HAVE AND TO HOLD THE SAID PREMISES, just as they are for the full term of four years, to wit, from the first day of April 1915, to the first day of April, 1919, said second party yielding and paying therefor the term rent of \$1600.00, to be paid as follows: \$400.00 on the first day of April, 1915, to the said first parties personally, or either of them, and \$400.00 on the 15th day of October of each and every year thereafter during the life of this agreement, said sum to be deposited on said last named date with the Henderson Banking Company of Elko, Nevada, to the credit of the said Mrs. Marietta Bailey, and until the full term rent is paid.

It is further agreed that if the said second party shall be unable or shall fail for any reason to deliver up to said first parties, at the expiration of this lease and agreement, all or any of said horses above described, he shall pay therefor the sum of \$50.00 for each and every head therefor not so delivered.

It is further agreed that in case the said first parties or either of them, their heirs or assigns shall at the expiration of said lease become desirous of selling or further leasing the inheritance of the premises or personalty herein demised, they or either of them shall then give notice of such desire to said second party, and said second party shall have the prior right to purchase or further lease said premises and property at the price demanded by said first parties. And the said second party hereby accepts said lease with the reservations herein contained, and hereby promises to pay the rent for the premises as herein set forth, and to quit and deliver up said premises to the lessors, their agents or attorney, peaceably and quietly at the end of said term, in as good order or condition (reasonable use or wear thereof, and damages by the elements, excepted) as it is now or may be put into; and not to make or suffer any loss or waste thereof, and not let or permit any other person to occupy or improve the same, or make or suffer any alteration to be made thereto but with the approbation of the said first parties, or either of them, thereto in writing, having been first had and obtained; and the said first parties may enter upon the said premises to view the same or to make improvements, or to expell the said second party if he shall fail to pay the rent as aforesaid, or make or suffer to be made any waste on said premises.

It is further agreed that default in the payment of any of any portion of said rent when due, if such default shall continue for more than thirty days, shall give the first parties the right to re-enter and take possession and terminate said lease at their option.

It is mutually agreed that peaceable possession of said premises and property shall be given on the first day of April, 1915, to the party of the second part by the said parties of the first part, and the peaceable possession of said premises will be given to said first parties by said second party at the termination of this lease.

In witness whereof we have hereunto set our hands and seals in the day and year first above written.

Mrs. Marietta Bailey

Wallace Bailey

Parties of the first part.

Eugene C. Johnson

Party of the second part.

State of Nevada

ss

County of Eureka

On this 26th day of January, 1915, personally appeared before me a notary public in and for said Eureka County, Wallace Bailey and Eugene C. Johnson, known to me to be the

persons described in and who executed the above and foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

(Notary Public Seal)

N.P.Morgan

Notary Public, Eureka County, Nevada.

State of Nevada

ss

County of Eureka

On this 13th day of March, A.D. 1915, personally appeared before me, James Romano, Deputy County Recorder and ex-officio Auditor, in and for the said County of Eureka, Mrs. Marietta Bailey, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

James Romano

(County Recorder & Auditor)  
(Seal)

Deputy County Recorder and Ex Officio  
County Auditor, Eureka County, Nevada.

Recorded at the request of Eugene Johnson April 6 A.D. 1915 at 45 minutes past 9 A.M.

Edgar Bather, Recorder.