

Hiram Johnson, Lessor )

to )

Fred J. Eather and W.G. Flavin, )  
Lessees. )

## LEASE AND OPTION.

THIS LEASE, made on the 1st. day of June, 1919, between HIRAM JOHNSON, of the town of Eureka, County of Eureka, State of Nevada, the party of the first part, and FRED J. EATHER, and WILLIAM G. FLAVIN, of the same town, County and State, the parties of the second part, WITNESSETH:

That the party of the first part, for and in consideration of the rents, covenants, and agreements hereinafter mentioned, reserved and contained and the part and behalf of the parties of the second part to be paid, kept, and performed, does by these presents grant, demise, and let unto the said parties of the first part all those certain lots, pieces and parcels of land situate in the town of Eureka, County of Eureka, State of Nevada, and bounded and described as follows, to-wit: The North Seventeen feet two and one-third inches of Lot No. 12 in Block No. 22 of the Official map of the town of Eureka, County of Eureka, State of Nevada. Said land having a frontage on Main Street in said town of Eureka of Seventeen feet two and one-third inches and running the same width one hundred feet easterly to Buel Street in said Town, County, and State aforesaid; also, Lot No. 3 in Block 55 of the Official map of the town of Eureka, County of Eureka, State of Nevada, together with all buildings and improvements situate on said lots; also all fixtures, shelving therein contained of whatsoever kind or character.

TO HAVE AND TO HOLD the said premises, with the appurtenances, unto the said parties of the second part, from the first day of June, 1919, for and during the full term of one year thence next ensuing, and fully to be complete and ended; yielding and paying therefor unto the said party of the first part monthly and every month during the said term, the monthly rent or sum of FIFTEEN DOLLARS (\$15.00) United States gold coin, in advance, on the first day of each and every month.

Provided always, nevertheless, that if the rent above reserved or any part thereof, shall be in arrears or unpaid on any day of payment whereon the same ought to be paid as aforesaid, or if default shall be made in any of the covenants herein contained on the part or behalf of the said parties of the second part to be paid, kept or performed, then and from thence forth it

shall and may be lawful for the said party of the first part to enter into and upon said premises, and every part thereof, wholly to reenter and the same to have again, repossess, and enjoy in their first and former state, anything hereinabove contained to the contrary thereof in any-wise notwithstanding.

And the said parties of the second part do hereby covenant and agree to and with the said party of the first part that the said parties of the second part shall and will monthly, and every month during the said term, well and truly pay, or cause to be paid, unto the said party of the first part, the said rent, on the day and in the manner limited and prescribed as aforesaid for the payment thereof, with out any deduction, fraud, or delay, according to the true intent and meaning of these presents; nor assign this lease, nor permit any other person to improve the demised premises, or make, or suffer to be made any alterations therein but with the approbation of the said party of the first part's consent in writing having been first obtained, and any and all improvements made on the aforesaid premises, with the consent of the party of the first part obtained as hereinabove provided for, shall become a part of the real property, and shall not be removed by the said parties of the second part from the said premises, nor shall the said party of the first part be liable for any such improvements so made, and the parties of the second part shall at the expiration of this lease deliver to the party of the first part all improvements/<sup>so</sup> made without compensation therefor; and that on the last day of said term, or other sooner determination of the estate hereby granted, the said party of the second part shall and will peaceably and quietly leave, surrender, and yield up unto the said party of the first part the said premises, in as good state and condition as the same are now or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Said party of the first part hereby further covenants and agrees that he will forthwith make and execute a good and sufficient quitclaim deed conveying to the said parties of the second part all the title, right and interest, both at law and in equity, as well in possession as in expectancy of said party of the first part, of, in and to the above described Lots, pieces or parcels of land, above described, together with all buildings and improvements thereon, and all privileges appertaining thereto, and all fixtures and appurtenances thereunto belonging, or in any-wise appertaining, and will deliver said deed in escrow to the Henderson Banking Company of Elko, Nevada, with directions that said Henderson Banking Company deliver the same to the said party of the second part, upon their compliance with the terms of this agreement, and the payment by them to said Henderson Banking Company, for the party of the first part, the sum of \$1500.00 at the times and in amounts hereby specified;

Fifteen dollars on or before June, 1st. 1919. Fifteen dollars on or before July, 1st. 1919.

Fifteen dollars on or before Aug. 1st, 1919. Fifteen dollars on or before Sept. 1st, 1919.

Fifteen dollars on or before Oct. 1st, 1919. Fifteen dollars on or before Nov. 1st, 1919.

Fifteen dollars on or before Dec. 1st. 1919. Fifteen dollars on or before Jan. 1st. 1920.

Fifteen dollars on or before Feb. 1st. 1920. Fifteen dollars on or before Mar. 1st. 1920.

Fifteen dollars on or before Apr. 1st. 1920. Fifteen dollars on or before May 1st. 1920. And

Thirteen hundred twenty dollars on or before June 1st. 1920. Provided, always, nevertheless, that if the said parties of the second part, or their assigns, at any time during the said term, shall be minded to purchase the leased premises at any time before the expiration of this lease and bond, and shall tender the said sum of \$1500.00 less said rent, to said Henderson Banking Company, then this lease is by said tender determined, and the said Henderson Banking Company, will on the same day deliver, to said parties of the second part the said deed so placed in escrow, provided, however, that if the said parties of the second part shall fail or neglect to exercise their right to purchase the property demised by virtue of this lease on or before the last day of said term, or other sooner determination of the estate hereby granted, then and in that event the said party of the first part shall be released, and acquitted from the provisions contained in this

option to purchase the said leased property, and that all sums of money paid thereunder shall be forfeited to and be retained by the said party of the first part as rents and for liquidated damages.

And the said party of the first part does hereby covenant and agree that the said parties of the second part, paying the said rent, and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold, and enjoy the said premises without any manner of let, suit, trouble, or hindrance of or from the said party of the first part, or any other persons or person whomsoever.

And further that the said party of the first part, if thereto requested by said parties of the second part three months before the expiration of the term hereby remised, shall and will grant a further lease of the aforesaid premises to the said parties of the second part, for the further term of one year, to commence from the expiration of the term hereby granted, at and under the same yearly rent, and containing therein the like covenants and agreements as are in these presents contained the party of the first part executing at the same time a counterpart of this lease.

It is further agreed that all of the provisions of this lease shall extend to and include the heirs and assigns of the party of the first part, and to the executors, administrators and assigns of the parties of the second part.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year in this instrument first above written.

Recorded at the request of Fred Eather Feb. 17, AD. 1920

At 20 minutes past 11 A.M.

Edgar Eather--Recorder

By Peter Merialdo--Deputy.

Hiram Johnson Seal

Fred J. Eather Seal

William G. Flavin Seal