

File No.16618.

F.G.HINCKLEY,)
 to) LEASE
 SAM WONG.) DATED, NOVEMBER 15th, 1925.

THIS INDENTURE, made and entered into this 15th day of November, 1925, between F.G.HINCKLEY of Eureka County, Nevada, hereinafter called the "owner", and SAM WONG of Sacramento, California, hereinafter called the "renter" witnesseth:-

That the owner does hereby lease, demise and let unto said renter, and the said renter does hereby hire of and from said owner all that certain parcel of land located on the HORSE SHOE RANCH in Eureka County, Nevada, the particular piece herein so leased and demised, being known as the "Little Alfalfa Field" consisting approximately of 100 acres, together with all the improvements thereon, to have and to hold the said premises unto the renter, commencing on the 15th day of November, 1925, and so long as the terms and conditions herein on the part of the renter are faithfully kept and performed, and the business hereby undertaken by the renter is properly carried on to the satisfaction of the owner or his agent, but in no event later than the 15th day of November, 1926.

The parties hereto, hereby covenant and agree with each other as follows:-

1st. That the said premises shall be used by the renter for the purpose of raising potatoes, and no other crop, from the date hereof, and for no other purpose whatsoever, except as may be directed by the owner or his agent; said premises to be planted with Burbank & Russett seed, ten sacks drop seed to the acre; all seed to be purchased from Hunt Hatch Co. of Oakland, California.

2nd. That the owner shall own all pasturage and shall have complete control of the selling of the same, and that all moneys received from the selling of said pasturage shall belong to said owner.

3rd. That no part of said premises shall be pastured without the written consent of the owner.

4th. The renter agrees to use the land exclusively for agricultural purposes, and shall at his own cost and expense perform all labor, and to plow, cultivate, plant and prepare for seeding in a good and husbandlike manner, and in the manner and method directed by the owner or his agent, to the satisfaction of the owner of his agent, all of the aforesaid described land which shall be subject to inspection at all times by the owner or his authorized agent, and to plant and seed said land to potatoes as specified in clause one hereof at the proper season and at his own cost and expense; said renter agrees to use no other seed whatsoever of any grade or kind, except that which is satisfactory to the owner, and to do and perform any and all necessary labor and care on said land for the proper cultivation thereof, so as to procure a crop thereon, and to protect said crop at any and all times and in due season to gather and/or harvest the crop which is grown and produced upon said land, or any part thereof, and as soon as gathered to perform and provide all labor necessary in sledding, hauling, packing or delivering said crop to the owner at _____ in first class condition.

5th. The owner agrees to loan to the renter the sum of \$2,000.00 with interest at the rate of eight per cent per annum, with which sum the renter is to partially finance himself in the planting aforesaid of said potatoes, which sum is payable to the owner out of the renter's share of the proceeds received from the within mentioned potato crop, and the owner is hereby authorized to deduct the same from said renter's share before turning over to the renter his share of the profits.

6th. The owner or his authorized agent shall have full power of selling and controlling all crops raised upon said demised premises, and that all moneys received from the said of said crops shall be paid direct to the owner at any place designated by him, or to other parties or persons designated by the owner, and that the owner or his authorized agent shall retain all revenues received, until all moneys owed by the renter to the owner are paid in full.

For Assignment of Lease See Page 314

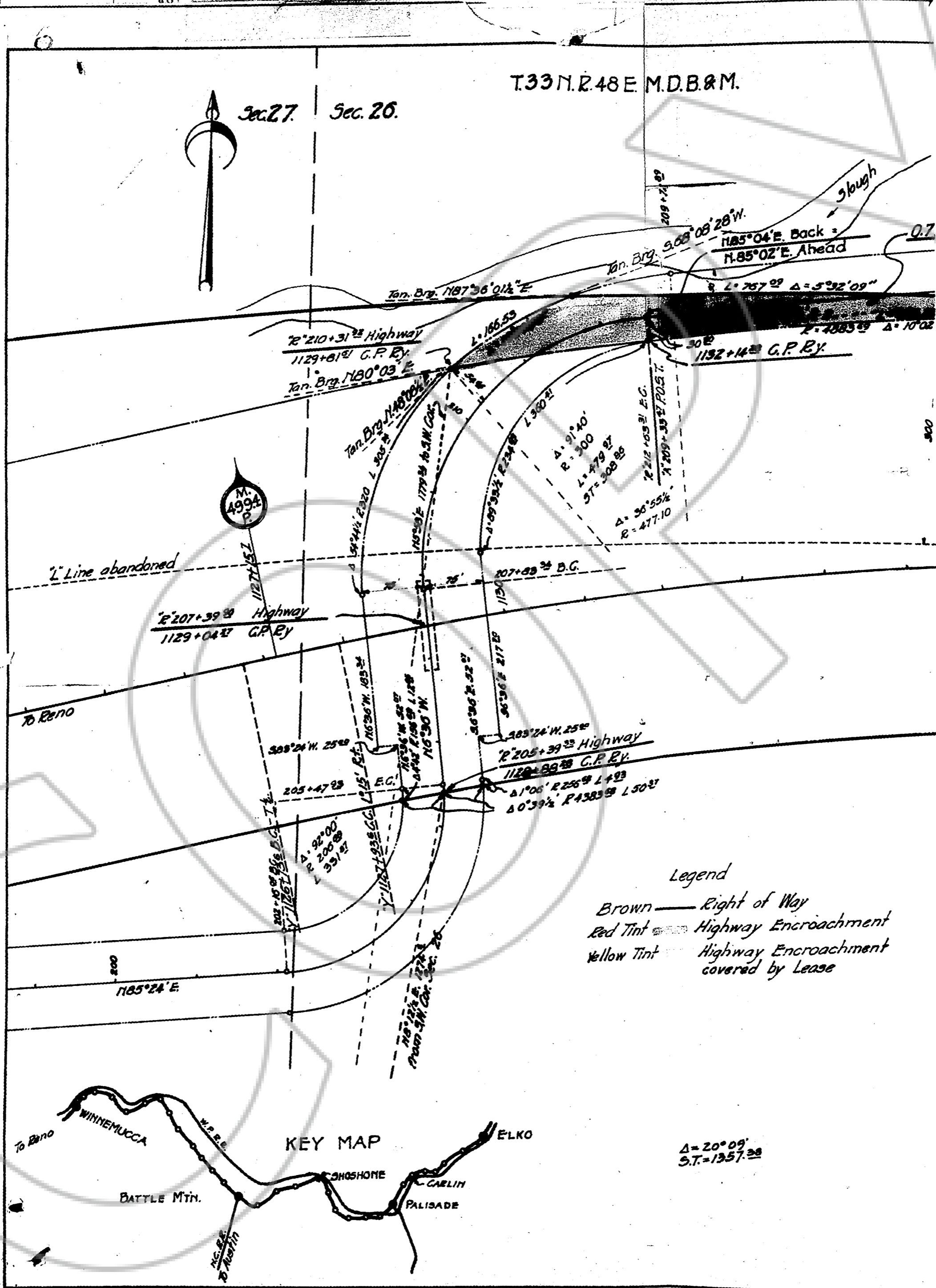
F.G. HINCKLEY,

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to TRASE

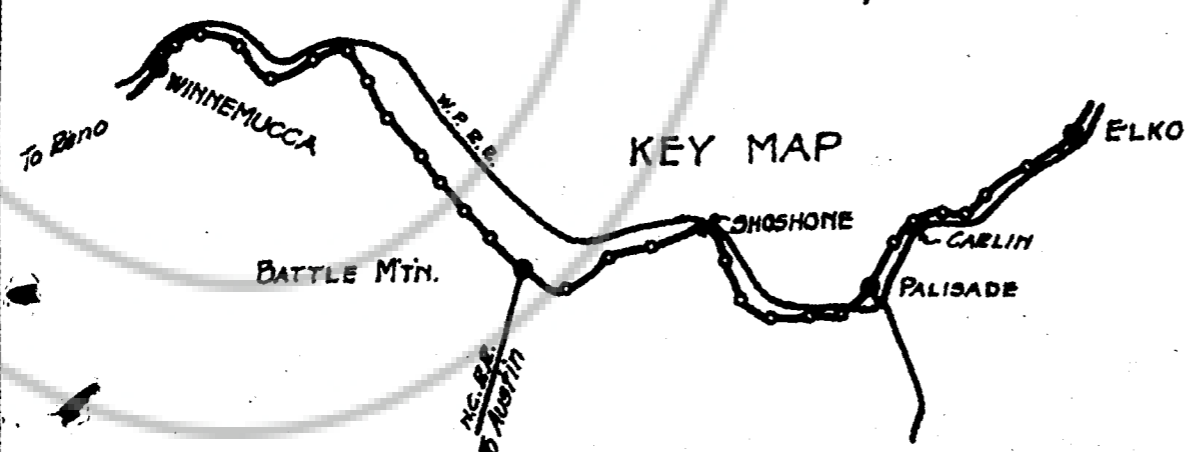
T.33 N. R.48 E. M.D.B. & M.

Sec. 27. Sec. 20.



Legend

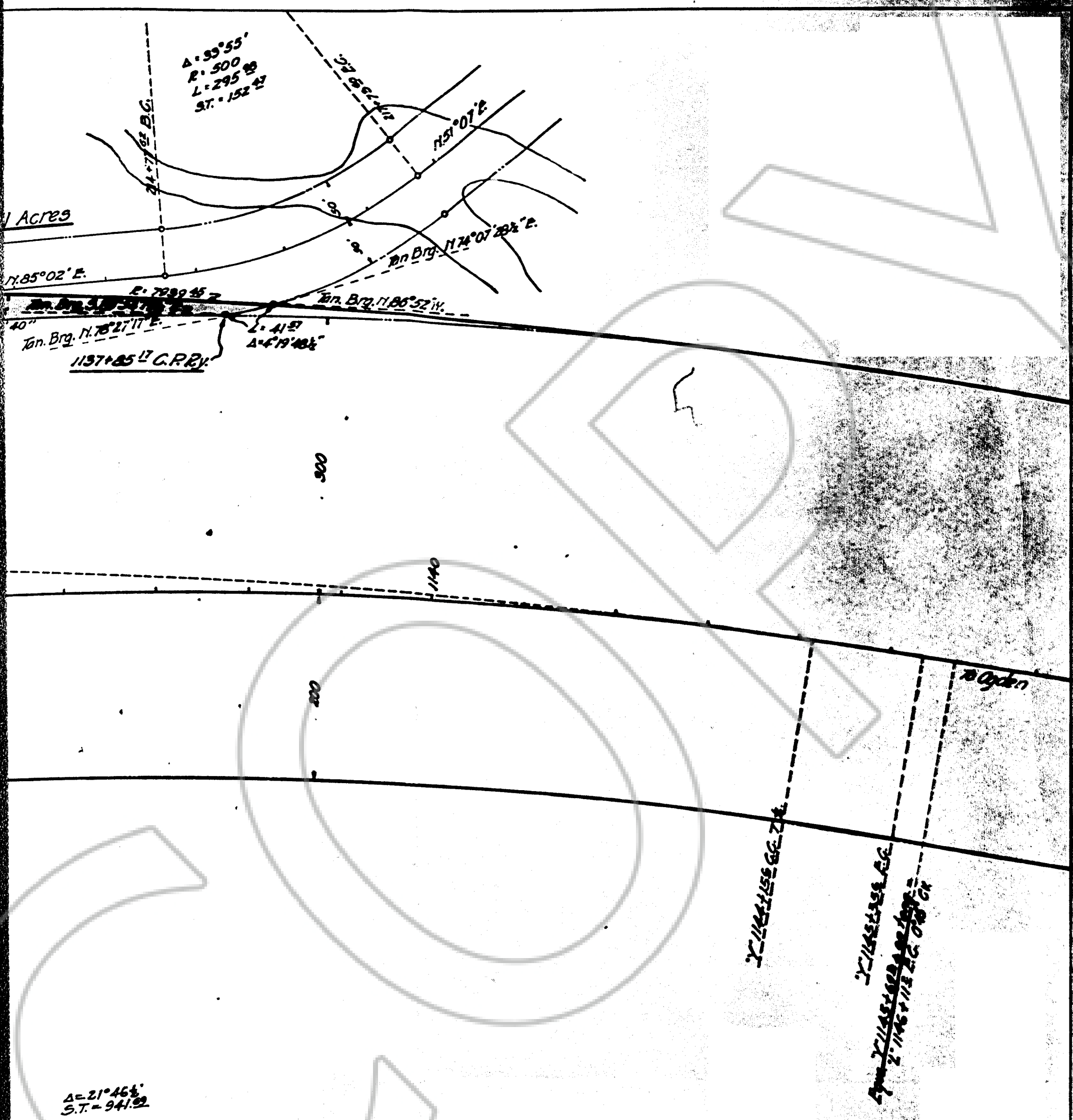
- Brown — Right of Way
- Red Tint — Highway Encroachment
- Yellow Tint — Highway Encroachment covered by Lease



$\Delta=20^{\circ}09'$
S.T.=1957.38

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W. C. HINCHLEY



Δ = 21° 46 1/2'
S.T. = 941.92

SOUTHERN PACIFIC CO.
 SHOSHONE NEVADA.
 OVERHEAD CROSSING OF
 NEVADA STATE HIGHWAY
 Scale 1"=100' Dec. 27, 1904

Salt Lake Div
Drawing B-684
Sheet No. 2.

- 7th. That after the sale of said crop the renter shall be entitled to 75% of the net profits of the sale of said crop, subject however to the provisions of clause five hereof.
- 8th. The owner shall have the power to enter upon said demised premises without notice and perform what labor he deems necessary and shall charge the same to the account of the renter.
- 9th. That the interest of the owner in the said crop is to the full extent of said crop and such interest shall commence and be vested in the owner at the time said crops are plowed or planted, and such interest shall also be exempt from and in no manner be affected by any contract, sale, mortgage, lien or other encumbrance made or suffered to be made by said renter, except as herein provided.
- 10th. That the renter shall not cut or suffer to be cut any trees grown on said premises, except as agreed upon between the parties hereto, and shall not commit or suffer to be committed any waste of or on said premises.
- 11th. If for any cause the renter cannot or does not harvest any of said crop, or any part thereof in the proper season, then and in that event the owner may terminate this lease and take possession of said premises, and harvest and dispose of all or any part of said crop accounting to the renter or to his legal representative for his share of the amount for which said crop shall have been sold, after deducting therefrom all necessary expenses incidental to the harvesting and selling of said crop.
- 12th. All volunteer crops, straw, stubble, seed, or any part of crops not harvested by the renter, unless otherwise agreed upon between the parties hereto shall belong to and be the property of the owner and all crops remaining on said premises after the expiration of the term of this lease shall belong to and be the property of the owner.
- 13th. The renter is to be perform at his own cost and expense all repair and maintenance work on irrigation ditches, but any change in the system of irrigation on said land, including the removal or replacement or changing of the position of said irrigation ditches must be done with the written consent of the owner, and the renter agrees to maintain all ditches in a manner satisfactory to the owner, and in the event said renter fails or refuses to make said repairs or maintain said ditches as agreed, the owner shall have the right to make all necessary repairs and the cost thereof shall be charged to and paid by the renter.
- 14th. The irrigation rights included within lease consist of the use of water from the Humboldt River, which shall consist of an average flow through the irrigation ditches now on said land.
- 15th. The renter shall at all times endeavor to keep said premises free from fire, and shall not permit any fire on said land to damage or destroy the said premises, and in the event of any fire occurring the owner may employ the necessary help to extinguish the same, charging the cost thereof to the renter.
- 16th. The renter hereby agrees to perform the necessary labor in the spreading and placing upon said land any fertilizer supplied by the owner in the manner directed by the owner or his agent and to the satisfaction of the owner or his agent at such times as may be directed by the owner or his agent.
- 17th. The owner or his authorized agent shall have the right to enter upon said premises at anytime and place for the purpose of inspecting the same, and the tilage or cultivation thereof and the harvesting of the crops thereon, and also for the purpose of constructing upon, over and through said premises roads, power lines, telephone lines, ditches and other irrigation or reclamation work; the renter shall also allow other tenants of the owner and the servants and agents of the owner opportunities for ingress and egress over said premises as directed by the owner.

18th. Upon the expiration of the term of this lease or any other termination thereof, the renter shall peaceably surrender the said premises to the owner and no holding over by the renter for any period of time whatsoever either with or without the consent of the owner shall be deemed a renewal or extension of the terms of this lease, or shall entitle the renter to hold upon the terms of this lease for another full year or for any other period.

19th. The renter shall not assign this lease, nor any interest therein or underlet the said premises, or any part thereof without the written consent of the owner, nor shall this lease or any interest therein be assignable by operation of law.

20th. This lease and the covenants and agreements herein contained shall be binding upon and inure to the benefit of the successors and assigns of the owner, and the heirs, executors, administrators and assigns of the renter.

21st. In the event of a breach on the part of the renter of any of the covenants or conditions of this indenture, the owner may at his option forthwith enter upon and take possession of said land and premises and this indenture and the term of this lease and any and all rights of the renter thereunder shall immediately cease and terminate without notice of any kind to the renter.

22nd. The said renter does hereby mortgage to the owner all of his interest in the crop that may be grown on said premises during the term hereof for the purpose of securing the performance of this lease on his part, and also to secure all indebtedness and obligations of every kind that may exist in favor of the owner against the said renter, and for that purpose does by these presents grant, bargain, sell and convey unto said owner and his successors or assigns forever the crop to be grown as herein provided and also upon all of said crop as personal property after the same has been harvested to have and to hold the above mentioned crop and personal property subject to the provisions of this lease.

23rd. It is mutually agreed between the parties hereto that Hunt Hatch & Co. of Oakland shall have the right to market all of the crop herein mentioned, and receive therefor a commission of ten per cent for such sale. However, if at the time Hunt Hatch & Co. receive an offer for said crop, the said renter shall have a purchaser who will pay more than the offer received by said Hunt Hatch & Co. then said Hunt-Hatch & Co. will accept said renter's purchaser and sell said crop to said purchaser, but the sale of said crop must be consummated through Hunt Hatch & Co. and said company must receive a commission of ten per cent on said sale, whether said sale be handled by said company or be made to a purchaser secured by said renter.

IN WITNESS WHEREOF, the said parties have hereunto and to a duplicate hereof set their hands and seals the day and year first above written.

Sam Wong (SEAL)

T.G.Hinckley (SEAL)

STATE OF CALIFORNIA,)
)ss.
County of Sacramento.)

Sam Wong, the mortgagor in the foregoing mortgage named, and F.G.Hinckley, the Mortgagee in said mortgage named, each being duly sworn, each for himself, doth depose and say:

That the aforesaid mortgage is made in good faith and without any design to hinder, delay or defraud any creditor or creditors.

T.G. Hinckley

Sam Wong

Subscribed and sworn to before me
this 27th day of October, 1925.

(Notarial Seal) George J. Raymond
Notary Public in and for
the County of Sacramento,
State of California.

STATE OF CALIFORNIA,)
) ss.
 County of Sacramento.)

On this 27th day of October in the year One Thousand Nine Hundred and twenty-five before me, George J. Raymond, a Notary Public, in and for the County of Sacramento, State of California, personally appeared Sam Wong and F.G. Hinckley known to me to be the persons whose names are subscribed to the within instrument, and they duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the County of Sacramento, State of California, the day and year in this certificate first above written.

(Notarial Seal)

George J. Raymond
 Notary Public in and for the County of
 Sacramento, State of California.

Recorded at the Request of F.G. Hinckley March 9, A.D. 1926 At 15 minutes past 4 P.M.

Peter Merialdo---Recorder.