

F.G.Hinckley, )  
to ) Lease & Chattel Mortgage & Assignment of Lease & Mortgage.  
Mary G.Hinckley.)

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of ten (10) dollars and other valuable considerations to me in hand paid, the receipt whereof was hereby acknowledged, I hereby sell, assign, transfer and set over to Mary G.Hinckley the annexed lease and chattel mortgage; the said lease being from myself as lessor to Sam Wong as lessee, and the said chattel mortgage contained in said lease being from said Sam Wong as mortgagor to me as mortgagee; together with all of my rights of every kind, nature and description whatsoever under or by virtue of said lease and/ or chattel mortgage.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 21st day of April, 1926.

F.G.Hinckley

Sworn to before me, this 21st  
day of April, 1926.

Margaret F.Shultes  
Notary Public in & for Eureka Co., Nev. (Notarial Seal)

THIS LEASE, made and entered into this Fifteenth day of November, 1925, by and between F.G. HINCKLEY of Beowawe, Lessor Eureka County, Nevada, and Sam Wong, of Sacramento, California, Lessee,

W I T N E S S E T H:

THAT WHEREAS lessor holds a lease from the Horseshoe Ranch, situated at Beowawe, Nevada, to certain portions of said ranch, and which lease is hereby referred to and made a part hereof for a proper description for the premises covered thereby and of the terms of such lease, and

WHEREAS lessee is desirous of leasing and of planting certain portions of said premises to potatoes.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES, said lessor hereby and by these presents leases and lets to said lessee, and by said lessee leases, hires and takes, upon all of the terms and covenants in contained (said terms and covenants on the part of the lessee to be also construed as conditions) the following described portion of the said Horseshoe Ranch, to wit:

One hundred acres of land situated in Bob Creek Field, said hundred acres subject to measurement;

The acreage of the above described field is estimated, and a survey is hereafter to be made at the mutual expense of the parties hereto, to determine the exact acreage in said field.

This lease to be for a period commencing with the date hereof, and ending on the 15th of November, 1926, unless sooner terminated as herein provided.

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

1. That said premises shall be used by the lessee 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 and Russett seed, ten sacks of One Drop seed to the acre; IT IS EXPRESSLY UNDERSTOOD AND AGREED that lessee shall not bring, or allow to be brought upon said premises, any potatoe or other seed except that which is healthy and in first class condition, and which has been certified by the proper Government authorities, either Federal or State, to be proper for planting and free and clear of any disease whatsoever. This covent and condition shall be a continuing covent and condition, operating through the whole period of this lease, the purpose thereof being the desire of lessor to keep any form of disease from coming on to said premises or any part thereof.

2. That the lessor 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 lessor.

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

4. The lessee 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 lessor or his agent, to the satisfaction of the lessor or his agent, all of the aforesaid described land which shall be subject to inspection at all times by the lessor 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 lessee agrees to use no other seed whatsoever of any grand or kind, except that which is satisfactory to the lessor, 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 lessor at the shipping point at Beowawe, Nevada, in first class condition.

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

6. That after the sale of said crop the lessee shall be entitled to seventy-five (75) percent of the net profits of the sale of said crop, subject however to the provisions of clause five hereof.

7. The lessor 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 lessee.

8. That the interest of the lessor in the said crop is to the full extent of said crop and such interest shall commence and be vested in the lessor at the time said crops are plowed and 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 lessee, except as herein provided.

9. That the lessee 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.

10. If for any cause the lessee cannot or does not harvest any of said crop, or any part thereof in the proper season, then and in that event the lessor 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 lessee 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.
11. All volunteer crops, straw, seed, stubble, or any part of crops not harvested by the lessee, unless otherwise agreed upon between the parties hereto shall belong to and be the property of the lessor 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 lessor.
12. The lessee is to 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 the position of said irrigation ditches must be done with the written consent of the lessor, and the lessee agrees to maintain all ditches in a manner satisfactory to the lessor, and in the event said lessee failed or refuses to make said repairs or maintain said ditches as agreed, the lessor shall have the right to make all necessary repairs and the cost thereof shall be charged to and paid by the lessee.
13. 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.
14. The lessee 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 lessor may employ the necessary help to extinguish the same, charging the cost thereof to the lessee.
15. The lessee hereby agrees to perform the necessary labor in the spreading and placing upon said land fertilizer supplied by the lessor in the manner directed by the lessor or his agent and to the satisfaction of the lessor or his agent at such times as may be directed by the lessor or his agent.
16. The lessor or his authorized agent shall have the right to enter upon the said premises at any time and place for the purpose of inspecting the same, and the tilage or cultivation thereof and the harvesting of the crop thereon, and also for the purpose of constructing upon, over and through said premises roads, power lines, telephone lines, ditches and other irrigating or reclamation work; the lessee shall also allow other tenants of the lessor and the servants and agents of the lessor opportunities for ingress and egress over said premises as directed by the lessor.
17. Upon the expiration of the term of this lease or any other termination thereof, the lessee shall peaceably surrender the said premises to the lessor and no holding over by the lessee for any period of time whatsoever either with or without the consent of the lessor shall be deemed a renewal or extension of the terms of this lease, or shall entitle the lessee to hold upon the terms of this lease for another full year or for any other period.
18. The lessee shall not assign this lease or sub-let said premises, or any part thereof, without first obtaining the consent of lessor in writing, it being EXPRESSLY UNDERSTOOD AND AGREED that this lease shall not be assignable or transferable in bankruptcy or insolvency proceedings, either voluntary or involuntary, or by any operation of law whatsoever, taken or had by or against said lessee.
19. 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 lessor, and the heirs, executors, administrators and assigns of the lessee.



20. In the event of a breach on the part of the lessee of any of the covenants or conditions of this indenture, the lessor 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 lessee thereunder shall immediately cease and terminate without notice of any kind to the lessee.

21. The lessee shall pay for all labor, supplies and equipment furnished to or about said premises and for the carrying out and performing of the work herein set forth and by lessee to be carried out and performed, and not to allow any lien to be placed in or on said premises for any of said labor, supplies or material.

22. Lessee to hold lessor free, clear and harmless from any and all claims of every kind, nature and description whatsoever for labor, supplies or material furnished to or about said premises, as well as all claims of all other parties and growing out of any act, thing or neglect of lessee or any of his employees or agents.

23. Lessee to keep the fences and all other improvements in, on or about said premises in good repair and condition, and to replace any and all head-gates and/or irrigation boxes damaged, injured or destroyed during the term of this lease, damage by fire, the elements or act of God excepted.

24. Providing there is sufficient water for such purposes as herein provided, lessee to protect the water rights of lessor, and of the lessor of lessor, so far as the covering of the demised premises with water is required for the proper protection of such water rights.

25. At the expiration of this lease, or any sooner termination thereof, lessee agrees to quit and surrender said premises and every part thereof in good order and condition, damage by the elements, fire or Act of God excepted.

26. All taxes upon any and all property placed on or about said premises by the lessee or his agents, to be paid by the lessee.

27. Not to install any improvements or build or change any fences without first obtaining the written consent of the lessor therefor.

28. That all improvements, changes or additions made to said premises by lessee shall become the property of the lessor.

29. That said lessee does hereby mortgage to the lessor 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 lessor against the said lessee, and for that purpose does by these presents grant, bargain, sell and convey unto said lessor 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.

IN WITNESS THEREOF, 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)

F.G. Hinckley (SEAL)

State of Nevada,) ss.  
County of Eureka)

F.G. HINCKLEY, the Mortgagor in the foregoing mortgage, being first duly sworn, deposes and says:

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

F.G. Hinckley

Subscribed and sworn to before me,  
this 21st day of April, 1926.

(Notarial Seal)

Margaret F. Shultes  
Notary Public, In and for the  
County of Eureka, State of Nevada.

State of Nevada,)   
 County of Eureka) SS.

SAM WONG, the mortgagee in the foregoing mortgage, being first duly sworn, deposes and says:

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

Subscribed and sworn to before  
me this 14th day of April, 1926.

Sam Wong

(Notarial Seal)

Margaret F. Shultes  
Notary Public In and for  
the County of Eureka, State of Nevada.

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF SACRAMENTO)

On this 19 day of March, 1925, before me, George J. Raymond, a Notary Public in and for the County of Sacramento, State of California, residing therein, duly commissioned and sworn, personally appeared SAM WONG, known to me to be the person described in and whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same.

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

George J. Raymond (NOTARIAL SEAL)  
Notary Public In and for the  
County of Sacramento, State of California.

Recorded at the request of F.E. Leonard Apr. 27, A.D. 1926 At 15 minutes past 3 P.M.

Peter Merialdo---Recorder.