

File No.16921.

A.A. Herard,)
 to) Lease.
 F.E. Parker.)

L E A S E.

THIS LEASE, made and entered into this 31st day of August, A.D. 1926, by and between A.A. Herard, of Beowawe, County of Eureka, State of Nevada, Lessor, and F.E.Parker, of the same place, Lessee,

W I T N E S S E T H:

That the lessor, for and in consideration of the rents, covenants, and agreements hereinafter mentioned, reserved and contained on the part of the Lessee to be paid, kept, and performed, does by these presents grant, demise and let unto the said Lessee all that certain property, known and described as follows to-wit:

The Big Humboldt hotel, at Beowawe, County of Eureka, State of Nevada; and all fixtures, shelving, and equipment, therein, and all improvements, and appurtenances therein, thereon, or thereunto belonging.

To have and to hold the said premises, with the appurtenances as aforesaid, unto the Lessee, for the period and term of six months thence next ensuing from and after the 31st day of August, 1926, at and for the rent of One Hundred Twenty-five (125.00) Dollars per month and so in proportion for any less time than a month, payable; Two Hundred Fifty and 00/100 (250.00) Dollars, now upon the signing of this Lease, receipt whereof is hereby acknowledged, said amount to be considered to be payment of the first one months rent, and payment of the last months rent of the aforementioned six months term of this Lease, and further and continued payments of One Hundred Twenty-five and no/100 (125.00) per month payable on the first of each and every month after date hereof, the first to be made on the 1st. day of October, A.D. 1926, in advance.

It is mutually covenanted and agreed that the goods and stock in trade in and at the aforementioned place of business shall be sold by Lessor herein, and purchased by Lessee herein, for and at the invoice price of same, the said stock to be taken as soon hereafter as possible, and payment therefore to be made on the date and immediately upon the determination of the quantity of said goods and stock in trade.

Said Lessee specifically covenants and agrees with the Lessor that he shall not individually nor as a firm engage in the sale of intoxicating liquors forbidden by the law of the United States, nor will he permit any person or persons in his employ or under his control or direction, to keep, vend, store or sell or otherwise dispose of such liquors upon the within demised premises during the terms of this lease.

And the said Lessee does hereby covenant and agree that he will pay said rent as above specified to said lessor during the full term of this lease, that he will pay and discharge all bills incurred for water and electric current used in or about said demised premises during the continuance of this lease. That he will not assign this lease, nor let or underlet the whole or any part of said premises, without the written consent of said lessor; that he will not commit or suffer any waste of said premises, nor make any alterations thereon, without the written consent of said lessor; that at the termination of this lease, he will quit and surrender said premises in as good condition as reasonable use and wear thereof will permit, damage by the elements excepted; and that the said lessor, and his agents and servants, may at all reasonable times enter upon said premises to view the same and to make repairs thereon.

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And said lessor does hereby covenant that, upon the payment of the rent and the performance of all covenants by said lessee to be paid and performed as above set forth, said lessee shall peaceably and quietly, hold and enjoy the above-described premises during the full term hereinabove specified.

It is further covenanted and agreed that if default be made in the payment of the rent as above specified, or in the keeping of any of the covenants herein agreed to be kept by said lessee, then it shall be lawful for said lessor, at his option, to terminate this lease, and to re-enter upon said premises and to remove all persons therefrom.

It is further agreed that all provisions of this lease shall extend to and include the heirs and assigns of the lessor, and the executors, administrators, and assigns of the lessee.

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

A.A. Herard
Lessor.

F.E. Parker
Lessee.

STATE OF NEVADA)
) SS.
COUNTY OF EUREKA)

On this the 2nd day of September, A.D. 1926, personally appeared before me, a Justice of the Peace, in and for the County of Eureka, State of Nevada, A.A. Herard and F.E. Parker, known to me to be the persons described in, whose names are subscribed to and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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

F.E. Leonard
Justice of the Peace, in and for the County
of Eureka, State of Nevada.

Recorded at the Request of A. Clyde Stringham Sept. 6, A. D. 1926 At 0 minutes past 5 P.M.

Peter Merialdo---Recorder.