

File No. 21576.

Josephine Weber, )  
to )  
A.I.Allen and Lois Allen. )

LEASE AND OPTION TO PURCHASE

AGREEMENT MADE AND ENTERED into this 13th day of June, 1936, by and between JOSEPHINE WEBER, a widow, of the Town of Beowawe, County of Eureka, State of Nevada, party of the first part, and sometimes hereinafter referred to and called the "Lessor," and A.I.ALLEN and LOIS ALLEN, his wife, of the same place, parties of the second part, sometimes hereinafter referred to and called the "Lessees,"

WITNESSETH:

That the said party of the first part does hereby demise and lease to said parties of the second part, and said second parties do hereby hire and take from said first party the following described premises and property situate in the Town of Beowawe, County of Eureka, State of Nevada, to-wit:

Lots 11, 12, 13, 14 and 15, of Block 11, of said Town of Beowawe, County of Eureka, State of Nevada, which said Lots 13, 14 and 15 in said Block 11 are each of the dimensions of 25x140 feet, aggregating a front of 75 feet and 140 feet deep, and situate 200 feet, more or less, from the depot of the Southern Pacific Railroad Company on the south.

The whole front of 75 feet being known as the Longmore House. And which said Lots 11 and 12, in said Block 11, as designated by the survey of Beowawe, Nevada, front on survey of the Western Pacific Railway Company track, and about 200 feet more or less to the north of Southern Pacific Company depot in said Town.

Together with all improvements on said premises situate, and the furniture, fixtures and equipment therein contained, a particular description of which is contained on an inventory thereof attached hereto, marked "Exhibit A" and made a part hereof as if though specifically herein set out.

TO HAVE AND TO HOLD the said premises for the full term of one year from and after the 15th day of June, 1936, ending and terminating at twelve o'clock noon on the 15th day of June, 1937, on the following terms and conditions, to-wit:

For the monthly rental of One Hundred (\$100.00) Dollars, lawful current money of the United States of America, payable in advance, the first of said monthly payments to be made upon the execution of this agreement, the receipt whereof is hereby acknowledged, and a like monthly payment on the 15th day of each and every calendar month thereafter, in advance, during the term of this lease.

It is further understood and agreed by and between the parties hereto that said second parties may have the possession of said premises and property, and the whole thereof, under the terms hereof on the said 15th day of June, 1936, and that during their occupancy or tenancy under the terms hereof they shall properly care for said premises and the whole thereof and keep the same in good condition and repair at their own proper cost and charge, and that they will not commit nor suffer to be committed any waste, damage or deterioration to said premises or any part thereof, and that they will not make any alterations, changes or additions to, in or upon said premises without first having obtained the consent therefor of the said first party herein (save and except such minor changes as may be necessary in keeping said premises in repair), and that they will not assign this lease or sublet said premises or any part thereof to any person, persons, firms or corporations whomsoever without first obtaining the written consent of said first party, and that they will not contract or incur any bills, accounts, or obligations in their own name, or otherwise, which may, might or could become a charge or lien upon said premises or any part thereof.

It is further understood and agreed by and between the parties hereto that upon the termination of this lease, or any sooner determination thereof, for forfeiture or other cause, that said lessees shall return said premises and the whole thereof and the personal property mentioned and described in said Exhibit A in as good a condition as the same now are (reasonable use and wear and tear thereof and damage by the elements excepted), and that should loss or damage be occasioned to any of said property or equipment during the tenancy of said lessees, that they shall and will upon the termination of this lease, or any sooner determination thereof, as aforesaid, return and/or replace the same in all respects in kind.

It is further understood and agreed by and between the parties hereto that said lessees, during the term of this lease, shall maintain in good condition and keep in repair at their own proper cost and charge the electric light and power plant upon said premises and water pumps thereupon operated by means of said electric power plant, and that in the event damage should result in any respect to any of said equipment the said lessees shall promptly repair the same to the end that said equipment and the whole thereof may be returned to the lessor herein upon any determination of this lease in the same good order and condition as the same now are.

It is further understood and agreed that if said lessees shall well and truly keep the covenants on their part herein contained to be kept and performed, including the repair of said premises, that they may have, hold, and peaceably enjoy the said premises, and the whole thereof, for a period aforesaid, without molestation or hindrance on the part of said lessor, or any person claiming under her, and that during said term said lessor shall, from the rents, received, pay and discharge all levies and assessments for taxes charged or levied against said premises, and pay premiums due and falling due for insurance on said premises held by said lessor. And it is expressly understood and agreed that should said premises and property, or any part thereof, be damaged or destroyed by fire or the elements, that said lessor is under no obligation to rebuild or repair the same, and in such an event of damage or destruction, if said lessees desire to occupy the premises thereafter they shall rebuild or repair the same at their own proper cost and charge.

It is further understood and agreed by and between the parties hereto that time is of the essence of this contract with respect to all things covenanted and agreed to be done and performed by the lessees hereunder, and that in the event said lessees fail to pay any installment of the rent when the same becomes due and payable, or to do and/or perform any of the things agreed to be done and performed by them hereunder, then and in that event said party of the first part may immediately repossess said premises and property and the whole thereof, either with or without suit, using as much force as may be necessary in order to regain possession of said premises, and that at such time and in such event the said lessee will quietly yield up and surrender said premises and the whole thereof, together with the personal property, furniture, fixtures and equipment mentioned and described in said inventory in as good order and condition as the same now are as heretofore set out.

It is further understood and agreed that if said lessees fully perform all of the terms and conditions of this instrument on their part to be kept and performed that they may have and they are hereby given the right and option of purchasing said premises at the time of the expiration of the term of this lease, or at any time within the term of this lease for the sum of Seven Thousand (\$7,000) Dollars, lawful current money of the United States of America; provided, nevertheless, that if said lessees desire to exercise their option to purchase hereunder they shall give the said first party written notice of such desire and election to purchase thirty days prior to June 15, 1937, and in the event of the failure on the part of said lessees to so notify said party of the first part of their election to exercise the option hereby granted said option to purchase shall automatically become void and of no further force or effect.

It is further understood and agreed by and between the parties hereto that while the first party herein is not obligated to rebuild the premises herein leased or any part thereof in the event the same is damaged or destroyed by fire, it is understood and agreed that in the event said premises or any part thereof are damaged by fire during the term of this lease and that said damage is covered by insurance on the premises, then and in that event said insurance company shall repair such damage to the extent of the provisions of the policy, and to that extent said lessees shall not be obligated to make such repairs in continuing their tenancy hereunder.

It is further understood and agreed by and between the parties hereto, as heretofore set out, that said lessees shall not sell or assign this lease, or sublet the leased premises, or any part thereof, to any person, persons, firms or corporations whomsoever without first obtaining the written consent of said first party, but it is understood that such covenant is subject to the further provision that said lessees may rent that portion of the leased premises generally used for dwellings to any person for the purpose of living or dwelling therein without obtaining the written consent of said lessor.

It is further understood and agreed that all payment to be made hereunder shall be made to Mrs. Josephine Weber, party of the first part herein, at Palisade, Eureka County, Nevada, or wherever she may hereafter direct in writing, and that all of the terms and conditions of this instrument shall extend to, be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of the respective parties hereto.

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

Josephine Weber

A.I. Allen

Lois Allen

STATE OF NEVADA, )  
                          ) SS.  
COUNTY OF ELKO. )

On this 13th day of June, 1936, personally appeared before me, a Notary Public in and for the County and State aforesaid, JOSEPHINE WEBER, a widow, A.I. ALLEN and LOIS ALLEN, his wife, known to me to be the persons described in 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 the day and year in this Certificate first above written.

(Notarial Seal)

John E. Robbins  
NOTARY PUBLIC.

"EXHIBIT A"

INVENTORY OF THE FURNISHINGS IN THE WEBER HOME STORE BUILDING CADY HOME

WEBER HOME

1 side board	1 iron bed	2 blankets	2 comforts	2 spreads
2 heating stoves	1 couch and single mattress		1 ice box	
1 sanitary cot	2 mattresses	3 living room chairs		
1 rock (poor condition)	1 desk (good condition)			
1 Victrola (bad order)	1 dining table	6 chairs		
1 Encyclopedia and stand	(30 volumes and index)			
1 small stand	1 large mirror (damaged)		1 folding cot	
1 bedstead	1 medicine cabinet		1 washstand	
1 chiffonier	1 mirror	1 wash bowl	1 bathtub	
1 wash stand	average kitchen utensins			
1 kitchen stove, sink and table	2 pumps			
1 Fairbanks More Engine (very poor condition)				
1 bed spread	1 desk	1 dresser	1 arm chair	
1 mattress	1 feather mattress	3 blankets		
2 pillows	1 stove	1 table	1 rocker	
2 chairs	1 lamp	1 gas lamp		

STORE BUILDING

4 show cases	1 heating stove (poor condition)	3 counters
1 desk counter	1 standard computing scale	1 counter platform scale
1 oak table (stand)	4 straight chairs	2 chairs
1 kitchen table	1 wash bowl	1 sink
		1 cupboard

CADY HOME UPSTAIRS

1 bed springs and mattress, 2 pillows, 2 chairs, 1 mirror.  
2 portieres, 1 dressing table chair, 1 library table, 2 stands, 1 bed stead, dresser to match,  
1 springs mattress, 1 feather mattress, 1 wash stand, 1 chair, 1 hall rug.

DOWNSTAIRS BEDROOM

1 single bed and mattress, 1 dresser, 1 dressing table and bench, 1 Wilton velvet rug, 1 ivory chair, 1 piano and stool, 1 Chesterfield, 2 overstuffed chairs, 1 Heatrola stove, 1 phonograph, 1 floor lamp (bridge), 1 fireplace screen, Blue Wilton velvet rug 9x12, 1 dining table and 6 chairs, 1 wicker rocker, 1 blue and gold rug, 1 mirror, 1 heating stove, 1 kitchen table, 1 Occidental gas Flamo stove and tank, 1 Frigidaire, 1 electric pump, 1 hand pump, 1 small rocker, 1 heating stove and tank, 1 mirror, 1 chest drawers, 1 table, 1 bath tub and wash bowl, 3 coal scuttles, 1 coal oil lamp,  
1 Delco Light Plant 32 volt complete  
3 lengths red hose, 50-ft. lengths.

MISCELLANEOUS

CABIN

1 2-hole stove, 1 folding bed, 1 wash stand, 1 rocker, 1 straight chair, 1 black hose (fair condition)

Recorded at the request of A.EI.Allen June 18, A.D. 1936 At 45 minutes past 10 A.M.

Peter Merialdo----Recorder.