

File No.25629.

Peter Laborde and Mary Laborde,)
 to)
 O. M. Todd.)

Lease and Option to Purchase.

See Page 439 for Assignment

LEASE AND OPTION TO PURCHASE.

This lease made on the 17th day of August, 1945, between Peter Laborde, and Mary Laborde, his wife, of the county of Eureka, state of Nevada, the lessors O. M. Todd, of Reno, Nevada, lessee,

W I T N E S S E T H:

That the lessor, for and in condisation of the rents, covenants, and agreements herein-after mentioned, reserved and contained on the part and behalf of the lessee to be paid, kept, and performed, does by these presents grant, demise, and let unto the said lessee all those certain lots, pieces, and parcels of land, situated, lying, and being in the town and county of Eureka, state of Nevada, and which are more particularly des cribed as follow to-wit: lots number one, and number two, in block number 36 of the town of Eureka, county of Eureka, state of Nevada, and which are laid down and lelineated upon the official map of the town of Eureka, Nevada, now on file in the recorder's office of Eureka county, Nevada, together with all of the buildings located upon said lots and all of the furniture, fixtures, and all other personal property of every kind located in said building, including bar and back-bar, refrigerators, glasses, kitchen utensils, and all other personal property of every kind used in connection with the operation of the Eureka Hotel Bar, kitchen, and hotel.

To have and to hold the said premises, with the appurtenances, unto the said lessee, from the 1st, day of September, 1945, for and during the full term of two years thence next ensuing, and fully to be complete and ended; yielding and paying therefor unto the said lessor monthly, and every month during the said term, the monthly rent or sum of three hundred dollars in United States gold coin, in advance, on the first day of each and every month, and so in proportion for any less time than a month.

Provided always, nevertheless, that if the rent above reserved, or any part thereof, shall be in arrear 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 lessee to be paid, kept, or performed, then and from thenceforth it shall and may be lawful for the said lessor into and upon the said premises, and every part thereof, wholly to re-enter, and the same to have again, repossess and enjoy as in his or their first and former estate, anything hereinbefore contained to the contrary thereof in any wise notwithstanding. And the said lessee does hereby covenant and agree to and with the said lessor that the said lessee shall and will monthly, and every month during the said term, well and truly pay, or cause to be paid, unto the said lessor, the said rent, on the days and in the manner limited and prescribed as aforesaid for the payment thereof, without any deduction, fraud, or delay

according to the true intent and meaning of these presents; nor assign this lease, nor permit any other persons to improve the demised premises, or make or suffer to be made any alteration therein but with the approbation of the lessor's consent in writing having been first obtained; and that on the last day of said term, or other sooner determination of the estate hereby granted, the said lessee shall and will, peaceable and quietly, leave, surrende, and yield up unto said lessor 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.

The lessee herein agrees to purchase the entire stock of liquor tobaccos, and all other stock now located in this saloon of the Eureka Hotel building and to pay therefore the invoice price of all said goods, wares, and merchandise which makes up the stock of the Eureka Hotel bar. The invoice of said goods to be made on the 1st, day of September, 1945, and the purchase price to be paid to the lessor in chash on that day.

It is understood and agreed between the lessors and lessee, that the lessors will install in the dining-room of the hotel building, a lunch counter and it is agreed that from the date of the installation of such lunch counter that the rent referred herein shall be \$305.00 a month instead of \$300.00 a month to be paid in advance and under the same conditions as the said \$300.00 a month was to be paid.

It is agreed by the lessee herein, that any of the glass ware, dishes, or any other personal property hereby let shall become broken, or otherwise destroyed, otherwise than by reasonable use and wear thereof, as provided herein, shall be replaced by the lessee, or paid for by him at the reasonable value thereof.

There shall be made an itemized list of all of the personal property belonging to the premises hereby leased, and when the same is signed by the lessors and the lessee herein the said itemized list shall be annexed to this lease and shall become a part of this lease as fully and to all intents as if said list were included herein. Said itemized list shall be made not later than September 1, 1945.

And in consideration of the acceptance of the foregoing lease and and the expenditures to be made thereunder and the well and faithful keeping of the covenants thereof, the said lessee shall have the exclusive right to purchase the said premises by payment of the sum of \$30,000.00, less the amount which shall have been paid to the lessors herein as rent for the premises up to the date of the purchase of the premises, or exercise of this option, which shall not be later than September 1, 1947, time being of the essence of the contract as to such payment. Upon the tender of such payment the lessors will make, execute, and acknowledge and deliver at his own cost and charges good and sufficient deed or deeds of conveyance to be delivered to the lessee or such other person or company as he shall nominate, conveying the said premises clear of incumbrance.

The forfeiture, surrender or termination of the above lease for a any cause shall render this option void, and the above-mentioned payment may not thereafter be tendered.

The lessee agrees to pay on the execution and delivery of this lease the first month and last month's rent, and upon default of the lessee during the term of this lease, the lessors shall retain the last months rent as liquidated damages for such default.

And the said lessors do hereby covenant and agree that the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably have, hold, and enjoy the said premises, without any manner of let, suit, or trouble, or hindrance of or from the aid lessor, or any other person whomsoever.

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

It witness whereof the said parties have hereunto set their hands the day and year first

above written.

Peter Laborde
Mary Laborde
 Lessors

O. M. Todd
 Lessees

State of Nevada
 ss
 County of Eureka

On this 17 day of August, 1945, personally appeared before me, W. R. Reynolds, a notary public in and for the county of Eureka, Peter Laborde, and Mary Laborde, his wife, both known to me to be the persons described in and who executed the foregoing instrument, and each of whom acknowledged to me that he 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 Eureka, Nevada, the day and year in this certificate first abovewritten.

(Notarial Seal)

W. R. Reynolds.
 Notary Public.

Recorded at the request of O.M.Todd Oct. 11, A.D. 1945 At 0 minutes past 3 P.M.

Peter Merialdo-- Recorder.