

File No. 26241.

LEE OLINGER and BLANCHE OLINGER, )

To, )

LEASE.

Dated July 20, 1945

MARIE JOHNSON, Box 1034. )

Expires July 19, 1951.

THIS LEASE, Made the 20th day of July, 1945, by and between LEE OLINGER and BLANCHE OLINGER, husband and wife, of the Town of Eureka, County of Eureka, State of Nevada, parties of the first part, and hereinafter called the lessors, and MARIE JOHNSON, of the same place, the party of the second part, and hereinafter called the lessee:

WITNESSETH: That the said lessors, for and in consideration of the rents, covenants and agreements hereinafter mentioned and reserved to be paid, kept and performed by the said lessee, her heirs, administrators and assigns, have demises, leases, let, and by these presents do demise lease and let unto the said lessee, her heirs, administrators and assigns, the following described property, situate in the Town of Eureka, County of Eureka, State of Nevada, and particularly described as follows, to-wit:

One (1) Brick House one (1) stone house and garage, all situate upon Lots 1-2 and 3 in Block Fifty (50).

TOHAVE AND TO HOLD the same unto the said lessee, from the 20th day of July 1945, until the 19th day of July, 1951, at midnight of said day, and being for a term of six years.

And the said lessee, in consideration of said demise, does covenant and agree with the lessors as follows:

FIRST: To pay as rental for said demised premises the sum of Seventy-five (\$75.00) Dollars per month in current lawful money of the United States of America, in advance on or before the 20th day of each and every succeeding calendar month during the life of this lease, save and except for the last six (6) months of the term hereby demises, the said rent for such period

having been paid in advance by the lessee, the receipt whereof is hereby acknowledged by the lessors.

SECOND: That at the expiration of the time of this lease mentioned said lessee will yield and deliver up the said premises, and each and every part thereof, unto the said Lessors, in as good order and condition as when the same were entered upon by the said less, reasonable use and wear thereof and damage by the elements excepted. However, the said lessee agrees at all time to keep the water, gas, sewer pipes and their connections upon said premises in good condition and repair, and to make at her own expense, all such other repairs as may become necessary, provided such repairs are not made necessary through the carelessness or neglect of the lessors or others over whose acts the lessee has no control.

THIRD: That neither the lessee nor her legal representatives will let or underlet said premises or any part thereof, or assign this lease without the written consent of the lessors first had and obtained thereto.

FOURTH: That if the rent above reserved or any part thereof, shall be unpaid on the day whereon the same is due and payable, and for fifteen (15) days after demand for payment has been made, or if any default shall be made in any of the covenants herein contained to be kept by the said lessee, her heirs, legal representatives or assigns, it shall and may be lawful for the said lessors, their heirs, executors, administrators, agent, attorney or assigns, to take possession of said demised premises, and every and any part thereof wither with or without legal process, and without notice to quit, to re-enter, and the same again to re-possess and enjoy, as in their first and former estate.

FIFTH: That the said lessee will pay (in addition to the rents herein specified), all water rents and electric light charges taxed, levied or charged on account of said demised premises for and during the term for which this lease is granted.

SIXTH: In case the demised premises shall be damaged by fire so as to interfere with the business of the lessee, rents under this lease shall be subject to adjustment during the time necessary to make repairs, as may be agreed at the time by and between the parties hereto, or by arbitration and in case the leased property is entirely destroyed by fire or the elements, this lease shall at once terminate.

SEVENTH: If the said lessee shall abandon or vacate the said leased premises, or shall fail to make payment of the rent in accordance with the terms and conditions hereof, the said lessors shall not be called upon to return unto said lessee any portion of the money paid as rent for the last six (6) months of the term hereby demises but shall retain the same, and the whole thereof, as agreed and liquidated damages for the breach of this lease.

EIGHTH: The lessee agrees to pay and discharge all costs, attorney's fees and expenses that shall or may arise from enforcing the covenants of this indenture by the said lessors.

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

Lee Olinger

Blanche Olinger

Lessors.

Marie Johnson

Lessee.

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

On this 17th day of August, 1945, personally appeared before me, a Notary Public in and for said County and State, Lee Olinger, Blanche Olinger & Marie Johnson known to me to be the same persons described in and who executed the within and foregoing instrument in writing, who duly and severally 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)

Leona Morrison  
Notary Public as aforesaid.

STATE OF NEVADA,            )  
                                  ) SS.  
COUNTY OF WHITE PINE,)

On this 28th day of September, 1946, before me, a Notary Public in and for the said County and State, personally appeared LEE OLINGER, BLANCHE OLINGER and MARIE JOHNSON, known to me to be the same persons described in and who executed the within and foregoing instrument in writing, and who duly 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)

Alfred Tamblyn  
Notary Public as aforesaid.

My commission expires Oct.14, 1949.

Recorded at the request of Marie Johnson Oct. 3, A.D. 1946 At 05 minutes past 3 P.M.

Peter Merialdo--- Recorder.