

Dillon Oxborrow and )  
 Hannah Oxborrow, husband )  
 and wife, )  
 )  
 to ) LEASE AGREEMENT  
 )  
 Rex Oxborrow and )  
 Bernice Oxborrow, )  
 husband and wife. )

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this day of September, 1951, by and between DILLON OXBORROW and HANNAH OXBORROW, husband and wife, both of the City of Ely, County of White Pine, State of Nevada, the parties of the first part, and hereinafter referred to as the Lessors, and REX OXBORROW and BERNICE OXBORROW, husband and wife, both of Eureka, County of Eureka, State of Nevada, the parties of the second part, and hereinafter referred to as the Lessees,

**W I T N E S S E T H:**

That the said lessors for and in consideration of the rents, covenants and agreements hereinafter mentioned, reserved and contained on the part of the lessees to be paid and performed, do by these presents, let and lease unto the said lessees those certain premises known as the EUREKA MEAT AND GROCERY Store located on Main Street, in Eureka, Eureka County, Nevada.

TO HAVE AND TO HOLD the said premises unto saidlessees for a term of ten (10) years, from the 10th day of September, 1951, to the 10th day of September, 1961. The rent

upon said premises shall be the sum of Seventy-five (\$75.00) Dollars per month in lawful current money of the United States, said rent to be payable as follows, to-wit: The sum of Seventy-five (\$75.00) Dollars on or before the 10th day of September, 1951, and monthly thereafter on the 10th day of each and every month until said term expires, said rent to be payable in advance to the account of DILLON OX BORROW and HANNAH OXBORROW at 1685 Allen St., Reno, Washoe County, Nevada.

All rents shall be paid in lawful money of the United States of America, without demand thereof, to DILLON OXBORROW and HANNAH OXBORROW at 1685 Allen Street, Washoe County, Reno, Nevada.

Lessors agree to and with the lessees that all taxes on said premises shall be paid by the lessors.

IN CONSIDERATION OF SUCH LEASE, the said lessees do covenant and agree with the said lessors as follows:

(1) That all personal property in said leased premises shall be at the risk of the lessees only, and that the lessors shall not be liable for any damage to lessees' property sustained by the lessees or property of other persons due to the building or any part or appurtenances thereof becoming out of repair or in defective condition or arising from the bursting or leaking of water, sewer, or steam pipes or due to the happening of any accident in or about said building.

(2) That the premises shall be used and occupied by the lessees for a meat and grocery business and for no other purposes, unless consent in writing is obtained from the lessors.

(3) Not to suffer or permit any strip or waste or overloading, damaging, or defacing of the said premises during the term of this lease.

(4) That after taking possession of said premises, the lessees will, during the term hereof, do such interior decorating as they may desire at their sole cost and expense.

(5) That they will permit no material or laborers' liens to be placed against said premises herein described nor the building of which they constitute a part, and that after securing the written consent of the lessors to do or perform any work upon said premises they will, prior to the commencement of such work, secure a notice of non-liability executed by said lessors, and that they will, during the time that the said work is being conducted, cause said notice to be posted in a conspicuous place in accordance with the statutes and laws of the State of Nevada, and cause the same to be duly recorded in the office of the County Recorder of Eureka County, State of Nevada.

(6) That they will not sublet the said premises nor any portion thereof, nor will they assign, transfer, or convey this lease or any part or portion thereof or any right, title or interest therein without the lessors' consent first being obtained in writing. And in the case the said premises or any part thereof shall, during any portion of said term, come into the possession of any receiver, assignee, or any other officer acting under the order of any Court or of any chief, marshal, or any other officer, the said lessors shall have the right, at their election, to terminate said term, or in case it shall not exercise its right to terminate said term, to accept rent from such receiver, trustee, executor, assignee, sheriff, marshal, constable, or other officer for the term of such occupancy without impairing or affecting in any way the rights of said lessors against the said lessees under this lease.

(7) That at any failure on the part of the lessees to comply with any one of the terms, covenants, and conditions of this lease, the said lessors may, at their option,

either terminate this lease without notice and take possession of the premises, or may enter and possess the premises as the agent of the lessees and for the lessees' account, and the lessees hereby waive all claims for damages that may be caused by the lessors in re-entering and taking possession of the premises as herein provided, and all claims for damages to or loss of such property belonging to the lessee as may be in or upon the premises at the time of such re-entry.

(8) That at the termination of said lease, unless renewed, lessees will peacefully and promptly relinquish said premises to lessors in as good condition as when entered upon, reasonable wear and tear excepted.

(9) And said lessors do hereby covenant that upon the payment of the rent and the performance of all covenants by said lessees to be paid and performed as above set forth, said lessees shall peaceably and quietly hold and enjoy the above described premises during the full term hereinabove specified.

OPTION

That in consideration of the faithful performance of all conditions hereinabove set forth said lessees above-mentioned shall have the option to renew said lease agreement on the terms and conditions above-mentioned for a further term of ten (10) years.

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

Dillon Oxborrow  
Hannah Oxborrow  
 Lessors

Rex Oxborrow  
Bernice Oxborrow  
 Lessees

STATE OF NEVADA )  
 : ss.  
 COUNTY OF WHITE PINE )

On this 14th day of September, 1951, personally appeared before me, a Notary Public in and for said County and State, DILLON OXBORROW and HANNAH OXBORROW, husband and wife, known to me to be the persons described in and who executed the foregoing instrument, who each acknowledged to me that they and each of them executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my official seal the day and year first above written.

(Notarial Seal) Nancy Miller  
 Notary Public  
 My Commission Expires: Jan. 11, 1954.

STATE OF NEVADA )  
 : ss.  
 COUNTY OF EUREKA )

On this 15 day of September, 1951, personally appeared before me, a Notary Public, in and for said County and State, REX OXBORROW and BERNICE OXBORROW, husband and wife, known to me to be the persons described in and who executed the foregoing instrument, who each acknowledged to me that they and each of them executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my official seal the day and year first above written.

(Notarial Seal) A. J. O'Connell  
 My Commission Expires: 7-24-54

Recorded at the Request of Dillon Oxborrow February 5, A.D. 1955 At 2 minutes past 10:00 A.M.

E. B. Crane--Recorder.  
 By Angela Evans-----Deputy.