

1 AGREEMENT

2 THIS AGREEMENT, made and entered into as of the 5th day
3 of August, 1966, by and between JOHN L. CARDINALLI, hereinafter
4 referred to as "LESSOR", and WARD FLETCHER MOUNT and LILA KATHER-
5 ING MOUNT, hereinafter collectively referred to as "LESSEE",
6 LESSOR being of Carson City, Ormsby County, Nevada, and LESSEE
7 being of Eureka, Eureka County, Nevada,

8 WITH BLESSING:

9 That the LESSOR, in consideration of the rents, covenants, and
10 conditions hereinafter contained, on the part of the LESSEE to be
11 faithfully paid, kept, and performed, does hereby demise, lease,
12 and let unto the said LESSEE that certain property situate in the
13 Town of Eureka, Nevada, more particularly described as follows:

14 Lot Fifteen (15) in Block Twenty-Two (22) situate
15 in the Town of Eureka, County of Eureka, State of
16 Nevada,
17 together with the business building now existing thereon and fix-
18 tures and equipment appurtenant thereto, and various items of
19 personality therein, including one large upright refrigerator, one
20 large cook stove, one back bar, one front bar, and one bar sink,
21 and all other items of personality save and except one chest-type
22 deep freeze unit and one butcher's wood meat block.

23 LESSEE herein covenants and agrees not to do any act or suffer
24 any omission which would result in a violation of any applicable
25 local, state, or federal law, and LESSEE further covenants and
26 agrees to indemnify and hold LESSOR harmless from any responsibility
27 or liability which LESSOR may incur by virtue of this lease or
28 LESSEE's occupancy of the demised premises.

29 LESSEE agrees to pay to LESSOR, at 503 East Telegraph Street
30 in Carson City, Nevada, as rent for the said premises, the sum of
31 Seven Hundred Twenty Dollars (\$720.00), payable at the rate of
32 Sixty Dollars (\$60.00) per month, commencing on the 5th day of

1 August, 1966, and continuing thereafter on the 5th day of
2 each successive month during the life of this agreement, which
3 shall be a period of one year, commencing on the 5th day of
4 August, 1966, PROVIDED, HOWEVER, that the payments for the first
5 and last months of said term shall be paid to LESSOR at the time
6 of execution of this agreement, and receipt thereof is hereby
7 acknowledged.

8 LESSEE further covenants and agrees to obtain and maintain
9 adequate fire insurance on the building on said premises, and
10 that LESSOR shall be designated as loss payee of such policy.

11 LESSOR covenants and agrees to pay for all utilities, in-
12 cluding all fees and expenses which may be incurred should LESSEE
13 desire to utilize public sewage facilities.

14 LESSOR covenants and agrees to pay all taxes levied upon
15 said premises.

16 LESSOR expressly grants to LESSEE the privilege of selling
17 any or all of the aforementioned items of personality, save and
18 except the deep freeze unit and the meat block, PROVIDED, HOWEVER,
19 that LESSEE shall pay to LESSOR one-half ($\frac{1}{2}$) of each sale price,
20 and PROVIDED FURTHER that said items of personality shall not be
21 removed from the premises other than as a result of sale thereof.

22 LESSOR covenants and agrees that upon the LESSEE'S paying
23 the rent and performing and fulfilling all of the covenants, agree-
24 ments, and conditions aforesaid, on LESSEE'S part to be kept,
25 observed and performed, LESSEE shall and may, at all times during
26 the term hereby granted, peaceably and quietly have, hold, and
27 enjoy the said demised premises, and may rest secure from intrusion
28 by LESSOR, or anyone acting by, through, or under LESSOR.

29 The parties hereto expressly agree that if default be made
30 in the payment of said rents, or if LESSEE shall fail to keep or
31 perform any covenant or agreement herein contained, on his part
32 to be kept or performed, then, LESSOR may, upon giving a ten-day

written notice to LESSEE, declare said agreement terminated, and LESSOR may re-enter said demised premises and the whole thereof, with or without process of law, and may remove any and all persons from the possession thereof, and may repossess the said premises and enjoy the same as in his first and former state, as though this lease had never been entered into, and he may resort to any remedy, whether at law or otherwise, in order to recover the possession of said premises, PROVIDED, HOWEVER, that if LESSEE shall within said ten-day period remedy the default, then this lease may not be terminated for such default.

LESSOR covenants and agrees that LESSEE may have a ten-day grace period from each rent payment date before LESSEE shall be in default.

LESSEE covenants and agrees not to remove, or suffer to be removed, any bricks from said premises.

Time is of the essence hereof. It is agreed that a waiver by LESSOR of any default or breach of covenant herein contained, on the part of LESSEE to be kept and performed, shall not be considered as a waiver of any subsequent default or breach of the same or any other covenant herein contained.

LESSOR hereby grants to LESSEE an option to purchase said demised premises at the normal expiration of the term of this agreement for the sum of One Thousand Dollars (\$1000.00) payable at such time in cash, United States currency. LESSOR covenants and agrees, should LESSEE exercise said option, to execute a quit-claim deed to said premises to LESSEE, and in such event, LESSEE covenants and agrees to pay for a policy of title insurance should LESSEE desire such a policy.

IN WITNESS WHEREOF, the parties hereto have subscribed their hands the day and year first above written.

John L. Cardinall
LESSOR

Mary Hollingshead Lila Katherine Mount
LESSEE

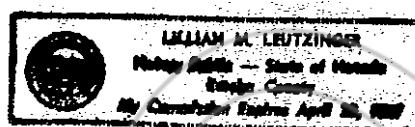
1 STATE OF NEVADA }
 2 COUNTY OF EUREKA } ss.

3 On August 5, 1966, before me, the undersigned, a notary
 4 public in and for said County and State, personally appeared JOHN
 5 L. CARDINALLI, WARD FLETCHER MOUNT, and LILA KATHARINE MOUNT, known
 6 to me to be the persons described in and who executed the foregoing
 7 instrument, who severally acknowledged to me that they each execu-
 8 ted the same freely and voluntarily and for the uses and purposes
 9 therein mentioned.

10 WITNESS my hand and official seal.

11 *Lillian M. Leutzingler*
 12 Notary Public in and for said County
 13 and State.

14 My Commission Expires:



19 File No. 82391

20 RECORDED AT THE REQUEST OF
 21 John L. Cardinalli
 22 August 8, A.D. 1966
 23 at 30 minutes past 9 A.M.
 24 in Book 11 of OFFICIAL RECORDS
 25 Page 423-426 Records of
 26 EUREKA COUNTY, NEVADA
Lillian M. Leutzingler
 Recorder Fee \$ 4.75