

No. 42391

A G R E E M E N T

1
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 INE 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

W I T H E S S E T H :

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

15 Lot Fifteen (15) in Block Twenty-Two (22) situate
16 in the Town of Eureka, County of Eureka, State of
Nevada,

17 together with the business building now existing thereon and fix-
18 tures and equipment appurtenant thereto, and various items of
19 personalty 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 personalty 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 LESSOR 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 LESSOR
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 LESSOR the privilege of selling
17 any or all of the aforementioned items of personalty, save and
18 except the deep freeze unit and the meat block, PROVIDED, HOWEVER,
19 that LESSOR shall pay to LESSOR one-half ($\frac{1}{2}$) of each sale price,
20 and PROVIDED FURTHER that said items of personalty shall not be
21 removed from the premises other than as a result of sale thereof.

22 LESSOR covenants and agrees that upon the LESSOR'S paying
23 the rent and performing and fulfilling all of the covenants, agree-
24 ments, and conditions aforesaid, on LESSOR'S part to be kept,
25 observed and performed, LESSOR 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 LESSOR 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

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

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

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

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

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

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

31 John L. Cardinali
 LESSOR
 32 Wendy Heller Mount Leta Katherine Mount
 LESSEE LESSEE

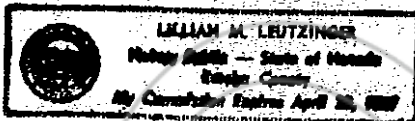
1 STATE OF NEVADA }
2 COUNTY OF EUREKA } ss.

3 On August 5th 1966, before me, the undersigned, a notary
4 public in and for said County and State, personally appeared JOHN
5 L. CARDINALI, WARD FLETCHER MOUNT, and LILA KATHRINE 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 *William M. Leutzinger*
12 Notary Public in and for said County
13 and State.

14 My Commission Expires:



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18
19 File No. 42391
20 RECORDED AT THE REQUEST OF
21 John L. Cardinali
22 August 8 A. D. 19 66
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
27 *William M. Leutzinger*
28 Recorder
29 Fee \$ 4.75
30
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