

L E A S E

THIS LEASE executed this ¹⁰ day of *October*, 1976, by and between PATRICIA J. McCULLOCH, formerly PATRICIA J. ROBINSON, as her sole and separate property, hereinafter called Lessor, and WAYNE D. ROBINSON, hereinafter called Lessee.

WHEREAS, the Lessor having received as her sole and separate property that certain real property and dwelling house situated thereon pursuant to a Decree of Divorce granted in Washoe County, Nevada, on January 13, 1976; and

WHEREAS, Lessee has the obligation, pursuant to said divorce decree to make the payments to the mortgagee on said real property, including yearly taxes and insurance, until the youngest minor child of the parties reaches the age of majority; and

WHEREAS, the Lessor having changed her place of residence from Eureka, Nevada, to Reno, Nevada, is now desirous of allowing the Lessee to reside in said property,

W I T N E S S E T H:

That the Lessor has leased and does hereby lease to Lessee that certain real property and dwelling house situated in Eureka, Nevada, commonly designated as being on Highway 50 South, Eureka, Eureka County, Nevada, and more particularly described as follows, to wit:

Parcel 1: All of Block One Hundred Twenty-five (125) situate in the above named Townsite, County and State, EXCEPT FOR that parcel or portion thereof deeded by Judge W. R. Reynolds, as Judge of the Third Judicial District Court of the State of Nevada, in and for the County of Eureka, then and there being the Trustee of the Eureka Townsite, as party of the first part, to Sophia Hollan, the party of the second part, said instrument of conveyance bearing date August 5, 1948, and recorded in Book 23 of Deeds at Page 382, File No. 27525, in the Official Records of the County of Eureka at Eureka, Nevada, reference to which said records is hereby made for greater certainty and particulars.

Parcel 2: A parcel of land lying within Block 125 and embracing a portion of Township 19 N., Range 53 E. M.D.B.&M. and more particularly described as follows: Beginning at a point marked No. 6 of Block 125, from which the W 1/4 section corner of Section 24, T19N., R53E., bears N. 89°59'W. a distance of 658.12 ft., and proceeding thence N. 89°59'W. a distance of 126.23 ft. to a corner marked A 532, thence N. 0°01'E. a distance of 353.44 ft. to a corner marked B 532, thence S. 89°59' E. a distance of 126.23 ft. to a corner marked C 532, thence S. 45°00'E. a distance of 83.99 ft. to a corner marked AP8 General Land Office Survey, thence S. 12°07'W. a distance of 283.00 ft. to a corner marked AP7 General Land Office Survey, thence S. 3°30' W. a distance of 17.38 ft. to the point of beginning, the premises herein surveyed containing, 54,600 square feet, more or less. The plat and field notes prepared by Nevada R. E. No. 532 and a more complete description of the corner monuments of the above described subdivision are on file in the office of the Eureka County Recorder, Eureka, Nevada, together with the frame house, garage, fences and all other improvements thereon situate.

for the term of five (5) years, namely October 1, 1976, up to and including September 30, 1981.

There shall be no monthly rent payable to the Lessor, but there shall continue to exist in full force the Lessee's obligation to pay the monthly mortgage payments and the yearly taxes and insurance as said taxes and insurance are now assessed and any increases in the future.

The Lessee is to maintain and keep in good repair the dwelling house and furnishings contained therein at his own expenses and to peaceably quit and surrender the premises at the end of the term or any extension thereof, in as good condition as the same presently are, reasonable wear and use thereof and damage by the elements excepted. Lessee shall have the right upon thirty (30) days' written notice, mailed to the Lessor to continue in full force and effect under the same terms and conditions as set forth hereinabove this Lease for an additional five (5) year period. In other words, October 1, 1981, to and including September 30, 1986, if he so desires

and gives notice as indicated hereinabove. It being further understood and agreed upon between the Lessor and Lessee that if there be any increase in taxes, insurance or mortgage payments that said sums shall be and continue to be the obligation of the Lessee.

It is further agreed that if the mortgage payments shall remain unpaid thirty (30) days after same shall become payable, or if Lessee shall fail to perform any covenant by him agreed to be performed, including but not limited to payment of insurance and taxes, then this Lease shall, at the option of the Lessor, thereupon be terminated, and said Lessor may at any time thereafter recover possession of the demised premises. If Lessee shall hold over after the initial five (5) year term created herein or after the five (5) year option period, then such holding over shall be construed to be a tenancy only from month to month and said Lessee shall continue to be bound by all the terms created herein.

Lessee will not assign this Lease, nor let, nor sublet, or underlet the premises or any part thereof without the written consent of Lessor first had and obtained. It is further understood and agreed upon by and between the parties hereto that no assignment made by Lessee hereunder shall in any way be construed to relieve Lessee from his full obligation hereunder in the event any assignee of this Lease should subsequently default in the performance of the terms and conditions herein provided by Lessee to be kept and performed.


Lessee agrees to pay and shall be liable for all utilities used in connection with the said premises and to hold the Lessor free and clear from all liability whatsoever in connection with the same.

All notices including the Lessee's notice to exercise his five (5) year renewal shall be in writing and are to be deposited in the United States mail addressed to Lessee at the demised premises, or by leaving a copy of such notice at the demised premises, and in the case of Lessor, by mailing to or leaving a copy at the office of the Lessor's attorney, Daniel J. Olguin, Esq., 243 South Sierra Street, Reno, Nevada 89501.

This agreement shall be binding upon and inure to the benefit of the heirs, executors and administrators of the parties hereto.

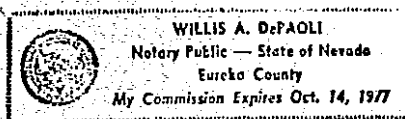
IN WITNESS WHEREOF, the parties have executed this agreement of lease the day and year first above written.


PATRICIA J. McCULLOCH - Lessor


WAYNE D. ROBINSON - Lessee

STATE OF NEVADA)
 EUREKA) SS
COUNTY OF WASHOE)

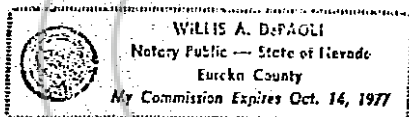
On this 10 day of October, 1976, personally
appeared before me, a Notary Public, Patricia J. McCulloch,
who acknowledged to me that she executed the above instrument.



Willis A. DePaoli
NOTARY PUBLIC

STATE OF NEVADA)
 EUREKA) SS
COUNTY OF EUREKA)

On this 10 day of October, 1976, personally
appeared before me, a Notary Public, Wayne D. Robinson, who
acknowledged to me that he executed the above instrument.



Willis A. DePaoli
NOTARY PUBLIC

RECORDED AT THE REQUEST OF Wayne Robinson
on October 18, 1976, at 45 mins. past 2 P. M. in
Book 57 of OFFICIAL RECORDS, page 93-97, RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 62333 Fee \$ 7.00