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## LEASE

Peter Hiestand of the first party, and J. Patton Anderson and Wm. G. Barth of the second party hereby enter into the following contract, viz: The said first party, by these presents, leases to said second party, from the First day of Jan. 1869 until the 31<sup>st</sup> day of Dec. 1869 the premises belonging to the said party of the first part situated on Raleigh Avenue near McGehee's Station on the Memphis and Charleston R.R. being the same formerly occupied by the said Hiestand as his residence, in Shelby County, State of Tennessee and the said first party covenants that he will keep and secure said second party in the peaceful use and possession of said premises during the term of Lease, unless default of payment of rent, or other condition of this contract be made. The said second party, for and in consideration of the use of said premises, agree to pay to said first party, or his assigns, the sum of five hundred Dollars, payable in four installments, for which two Promissory Notes, of Apr. 1<sup>st</sup> have been executed; and the second party agrees to deliver up to said first party, or his assigns, the said premises at the expiration of this Lease, in good order and condition, and to make good all damages to said premises, except the usual wear and proper use of the same, and also to remain liable for rent until all the premises, with the keys of the same, cleared of all persons, goods, or things not belonging to the same, be tendered or delivered to said first party, his heirs underlet the whole or any part of said premises without written consent of said first party or his assigns. It is further agreed that in default of either one or more of said payments, or any part thereof at maturity, or in case of underletting without authority, this Lease may be declared forfeited by said first party, at his option, in which case the second shall be liable for all rents until the possession be delivered, and for all damages done to the premises; and the first party shall have the right to re-enter, take and retain possession of said premises without being required to make demand of the same, or demand the payment of rent due, or to give notice of the non-payment of rent, and the first party shall not become a trespasser by taking possession as aforesaid. No set-off payment of said rent shall be allowed, unless signed by the first party, his agent or assigns, and the said notes shall be full and complete evidence of the rent due and owing, and when no notes are given, the proof of payment of rent shall be on the second party, in all controversies. It is agreed that said premises are in good order and condition at the date of these presents. In case of default of the second party, so to forfeit this Lease, in their absence from this state service of process upon any adult occupying or in possession of the premises, shall be good and valid service upon the second party – provided always that the parties of the second part shall not be held responsible for the delivery of said premises except in as good order as they now are, natural wear and decay being taken into account. It is further agreed that no alteration or repairs shall be done to any part of said premises by said second party, without the first party's consent, in writing, under the penalty of double the cost necessary to put the premises in the condition they were [were] when leased to said second party, and the second party shall not, at any time, remove any repairs, improvement, additions or fixtures put on said premises by them but the first party shall have and hold all of the same at the end of said Lease. Said first party

reserves the right to make such repairs, at any time, as are necessary to the security or preservation of said premises.

IN TESTIMONY WHEREOF, the said parties have hereunto set their hands and affixed their seals, this 4<sup>th</sup> day of April one thousand eight hundred and sixty nine.

Pe. Hiestand (SEAL)

J. Patton Anderson (SEAL)

Wm. G. Barth (SEAL)

Transcribed by Christopher A. Baker, University of Florida, 2008.