

445.
This Indenture Made this day of December A.D. 1858.
between S^t Eldridge & B^e Eldridge & C^s Eldridge partners in business
under the firm name of Eldridge Bros of the City of Lawrence Douglas
County in the Territory of Kansas party of the first part, and Sylvester B
Punkie of the same place party of the second part. Witnesseth: that for & in
consideration of the agreements & payments hereinafter mentioned the party of the
first part has leased & demised to the party of the second part, his heirs Executors
& administrators & assigns, the premises in the place last aforesaid & known
& described as follows to wit: The store now next south of the main
Entrance to the Eldridge House on Massachusetts Street & the room immediately
under said Entrance the cellars belonging to the said room, also the use and
right of way in the Yard in the rear of said rooms sufficiently to meet and
accommodate the ordinary use & business of said rooms. To Have and to Hold
the said above described premises with the appurtenances unto the said party of the
second part, his Executors administrators and assigns from the fifteenth day of
April A.D. 1859. for during & until the fifteenth day of April A.D. 1862.
And the said party of the second part, in consideration of the leasing of the
above mentioned premises by the said party of the first part, to the said party
of the second part to pay the said party of the first part as rent, for the above
demised premises the sum of Eight hundred Dollars per annum payable
in quarterly installments of two hundred Dollars each in advance. And
the party of the first part, hereby acknowledges the receipt in full of each
& every payment above mentioned & specified & hereby releases the party of
the second part, from all claim for the above mentioned rent. And it
is hereby mutually agreed between the aforesaid parties, that if before the
expiration of this lease the building in which the said demised premises
are situate, burns down or is destroyed then the party of the first part,
hereby agrees to reimburse the said party of the second — to pay the said
party of the second part, the amount of money which would accrue
as rent upon the unexpired term of this lease together with ten per
cent, interest thereon. And it is further agreed that the party of
the second part, shall have the power and right to remove the
aforesaid premises & shall also have the right to take away from
said premises all fixtures & property which the firm of Punkie & Grinnell heretofore
have put in said premises or which the said party of the second part or any party