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No.                      I

LEASE, Option

**HAROLD C. R. WALL**

**TO**

Mabel M. Haas.      ..      ..

Lot 22    Block    Add.    ..    ..

Section or Tract Eureka.    ..

Date of Lease March 28, 1919

# LEASE.—Option.

DELAWARE PRINTING CO MUNCIE, IND.

**This Indenture Witnesseth:** That HAROLD C. R. WALL, of the State of Indiana, hereinafter known as the lessor, Leases to Mabel M. Haas., of Delaware, County, Indiana, hereinafter known as the lessee, the following described real estate in Delaware County, State of Indiana, to-wit:

Lot Twenty-two (22) of Wall's First Allotment, of the Eureka, Centre Township, Delaware County, Indiana.

The above described property is leased with the option of purchase with the express agreement that it is a part of the Consideration of this lease with said option of purchase that a party of the second part,

(1) Will keep all buildings erected on said premises painted white at least until the year 1925.

(2) That all buildings ~~erected~~ shall be at least 30 feet from the road line

(3) That no spirituous liquors be sold thereon.

(4) That the premises shall never be sold to a colored person.

(5) That the above named lessee herein promises and agrees to insert with out reservation all these promises ~~hereafter make for said~~ and agreements into any contract of lease or sale, said lessee may hereafter make for said premises.

at and upon the following conditions:—The said Haas  
the said lessee, is to have the use and occupation of the said premises, as long as this lease continues, and promises and agrees to pay  
for the same, at the office of said lessor, the sum of Twelve Hundred Ninety-five and 00/100---- Dollars  
(\$ 1295.00.) payable as follows:----- Dollars (\$-----)

cash upon the signing of this lease and the balance--Twelve Hundred Ninety-five and 00/100---- Dollars  
(\$-----) at the rate of Fifteen and 00/100 Dollars (\$ 15.00 ) per month thereafter, as

evidenced by 1----- promissory notes for the sum of Twelve Hundred Ninety five Dollars (\$ 1295.00)  
together with six percent Interest Computed Semi-annually.,  
each, together with all taxes and assessments made for improvements, and which shall hereafter become due, beginning with the  
taxes payable the first Monday in May 1919; and all insurance upon buildings erected upon said real estate,

all of which sums he agree to pay at the office of the said HAROLD C. R. WALL, in Muncie, Indiana, on the -----  
day of each month, commencing with the 28----- day of April----- without relief from valuation or appraise-  
ment laws. The acceptance by said lessor of said notes shall not constitute a waiver by said lessor of any lien.

The lessee also agrees and promises that she will, if a fence is needed, fence at her own expense the above  
described ground, in an adequate manner. The premises are to be used by said lessee for dwelling and cultivation and for no other  
purpose. The premises are not to be sub-leased by said lessee nor occupied by other persons or for other purposes than that herein  
expressed nor shall any buildings be erected upon these premises, nor this lease assigned by the said lessee without the written con-  
sent of the said HAROLD C. R. WALL, his heirs or assigns, and no waste is to be committed or damage done to the premises, and  
no lewd or immoral practices are to be allowed thereon. It is also mutually agreed that whenever the said lessee has reduced his  
obligation to that point where a loan can be obtained upon the property equal to the balance due the first party, the said second  
party shall make the said loan and the first party make the deed.

The said second named party shall also have the OPTION to PURCHASE said real estate at any time when he IS NOT IN  
DEFAULT, at and for the sum of Twelve Hundred Ninety-five and 00/100----- Dollars (\$ 1295.00)  
with six----- per cent. interest from this date, and shall be entitled to have credited upon the said purchase price and interest,  
all sums paid by said lessee as rent, with six per cent. interest upon the same from the date of each particular payment.

The said Haas----- the said lessee, agrees to all the terms  
herein before named, and further agrees that if default be made in payment of any rent when due, or the payment of any taxes on  
said real estate, or if said lessee fails to keep all buildings upon said premises insured in an Insurance Company acceptable to the  
first party in the sum of --Twelve Hundred and 00/100----- Dollars (\$ 1200.00) payable to the

order of the first named party, or upon failure to comply with any of the conditions of this lease, then, in that event, he agree--  
that the same shall terminate at once without demand or notice, and that he will at once surrender the said real estate to the

first named party without notice of any kind, and without any repayment of any kind being made-----  
by reason of anything in this contract, which shall at once become null and void, as shall the option to purchase the said real estate  
hereinbefore contained, and the said HAROLD C. R. WALL, his representatives, heirs, administrator, or assigns may enter upon  
and take possession of said premises, and expel the occupant thereof, without process of law and without in any wise being a  
trespasser, and the failure of said HAROLD C. R. WALL, his representatives, heirs, administrator, or assigns, to take possession of  
the premises at the time aforesaid, shall not prevent him, his representatives, heirs, administrator, or assigns, from afterwards  
asserting said rights, and the occupation of said premises by said tenant after the expiration of said lease or the forfeiture thereof  
shall give him no rights as a tenant, but he may be expelled at any time without notice or demand.

All sums payable hereunder shall be collectable with attorney's fees, without relief from valuation or appraisal laws.

Witness our hands and seals this Twenty-eighth----- day of March----- 1919

Harold C. R. Wall

August Haas

The said Wall offers to build the following described House: Outside dimensions are 24x28. This will be the same plan as the "Herman Lewis" house, except roof shall be comb roof, fronting the street and the porch roof hipped to the main building.

### FOUNDATIONS

Foundations of house shall be concrete raised to one foot above the level of ground. Upon which shall be placed two rows of concrete rock-faced blocks. Upon the blocks shall be laid the 2x6 for sub-sill. Upon these shall be placed the lower joists, 2x8's, which will be properly bridged. The ends of joists shall be boxed. Upon the outside ends of joists 2x4 sills shall be laid, to which shall be toe-nailed 90foot studdings every 16 inches. Upon the studding shall be placed building paper. Upon the building paper shall be nailed drop siding with at least two nails in each studding. All joints to be upon studding. Upon the top of the studding shall be placed 2x4's for plates. Rafters shall be placed every two feet, ends boxed. Upon rafters shall be placed 1x8 or 10, No. 3 sheeting. Roof shall be of green slate shingles, asphalt,

### INSIDE

The floors shall be No. 1 Common Yellow Pine, 1x4. Casing, square finish. Caps of 1x6. Doors shall be No. 1, four-panel. Windows and doors of the sizes indicated on plans.

### OUTSIDE

Outside shall be painted two coats of white paint,. Inside shall have one coat of filler, one coat of stain and one coat of varnish.

House shall be wired for electricity with one outlet in each room and one outlet on the front porch.