

Rec^d. James B Smith Lease Rutter & Dale

Recorded This Indenture made and entered into this eleventh day of November
1878 in the Town One thousand Eight hundred and forty Sixth Volume
29 James B Smith of the County of Hamilton and State of Ohio of the first
part and Mychael Rutter and Erwin Dale of the same County of the
second part. Witnesseth, That the said James B Smith party of the first
part for and in consideration of the payments of the Rents and performance
of the covenants hereinafter mentioned on the part and behalf of the said
Mychael Rutter and Erwin Dale parties of the second part their Heirs, Admin-
istrators executors or assigns (who have done and performed their demise
granted and leased and by these presents doth demise grant and Lease
unto the said parties of the second part their Heirs or assigns, All that
certain lot in the Town (City) of Cincinnati County of Hamilton an old
State of Ohio being numbered Twenty two, on the plan of Sub division
of General Grant, being forty seven (47) feet front, and Ninety four feet deep
this measure which said lot is bounded on the east by lot number (19)
mention, on the South by lot number Twenty one (21) and the West by lots
number Twenty nine and Thirty (29 + 30) and on the North by a twenty feet
alley being forty seven feet front on the alley and running that same width
Ninety four feet back being the same property conveyed to said James B
Smith by Eunice and Charles S. Swan by Deed dated August 5th 1875
and recorded in Book 23 page 302 of the Records of the said County of
Hamilton, Also one foot of Ground in the Town (City) of Cincinnati a part
numbered Ninety (9) being part of the same lot of Ground subdivided
and plotted by John S. Swan in said Town (City) as will more fully appear
by Deed bearing date the 22nd of January A.D. 1878 from
Matthew Duke the part of Ground now leased is the west end of said
lot of one foot of Ground and is recorded in Book 29 page 416 of the Records
of said County of Hamilton with all and singular the appurtenances
thereunto in anywise appertaining. All the said parties of the second part their Heirs and
assigns from the date of these presents to the full end and term of Twenty nine
Years and a considerable fraction, The said parties of the second part their Heirs
and assigns by giving and paying thereof yearly and every year during the
term of this demise the sum of two hundred and seventy five Dollars payable
quarter yearly in equal payments of Sixty eight Two Dollars on the first days
of December, March June and September in each year during this demise and
the said parties of the second part for themselves their Heirs Executors administrators
or assigns, hereby covenant and agree with the said party of the first part his
Heirs and assigns that they will well and truly pay unto the said party of
the first part his Heirs or assigns the yearly rents above reserved on the days
and times and in the manner aforesaid for the payment thereof and further
that they will in addition to the rents aforesaid reserved pay all taxes rates
charges and assessments that may at any time during this demise be
levied, rated charged or assessed on said lot or any part thereof for any pur-
pose whatsoever, And it is further covenanted and agreed by and between
the parties aforesaid that if at any time during this demise the Rents aforesaid