

LEASE

This indenture made and entered into this 26th day of September, 1935 between D. A. Dusey, hereinafter called the lessor and Samuel Miller, hereinafter called the lessee.

WITNESSETH that in consideration of the covenants and promises hereinafter contained the said lessor does hereby lease and let unto the said lessee premises in the City of Miami, County of Dade, State of Florida described as No. ~~144~~ N. W. 14th Street for a term of six years commencing October 15, 1935 and ending October 15, 1941, the lessee yielding and paying a rental of \$22.50 per month during the first three years and \$25.00 per month during the balance of the term.

The lessor hereby acknowledges receipt of the sum of \$22.50 being the rent of the first month and \$25.00 advance payment of the rent for the last month of the term of this lease, which advance payment is made as security against the nonpayment of rent as herein reserved.

The lessor does hereby agree to have the roof and plumbing repaired and the toilet to be moved into the building prior to the commencement of this term.

The lessee does hereby covenant to pay the rent herein reserved on the 15th day of each and every month; to keep the interior of the premises in good repair; to deliver up possession of the said premises at the expiration of the term hereof in good condition, reasonable wear and tear and damage by the elements only excepted. The lessor does hereby covenant to keep the exterior and ^{outside} plumbing in good repair; that he has the right and power to enter into this indenture and that he will and does guarantee to the lessee the peaceful use and possession of the premises during the term hereof against the claims of all persons whomsoever, provided the lessee keeps and performs the covenants and promises upon his part herein made.

It is understood and agreed that the lessee will have a storefront built into the premises at his own expense and of a nature and description to be chosen by himself which shall be and become part of the building.

It is hereby understood and agreed that failure on the part of the lessee to pay the rent on the dates herein provided for or within fifteen days thereafter, shall constitute a default and the lessor shall have the right upon such default to terminate and cancel this lease; that in the event of a destruction of the building wholly or in part by fire, windstorm or otherwise, the rent herein reserved shall be abated during the period the said premises are unfit for occupancy and the lessor shall within a reasonable time rebuild and repair said premises and failure so to do shall constitute a breach hereof giving the lessee the right upon such breach to cancel this lease.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year above written.

D A Dorsey

Rebecca S. Dorsey
LESSOR

Samuel Miller
LESSEE

Signed, sealed and
delivered in the
presence of

Zophia Miller

Rev. S. A. Sampson

Nick Montgomery
WITNESSES

STATE OF FLORIDA)

COUNTY OF DADE)

I HEREBY CERTIFY That on this day personally appeared
before me, an officer duly authorized to administer oaths and take
acknowledgments, D. A. Dorsey and

Rebecca L. Dorsey
to me well known to be the persons described in and who executed the
foregoing deed, and acknowledged before me that they executed the
same freely and voluntarily for the purposes therein expressed.

AND I FURTHER CERTIFY, That the said Rebecca L. Dorsey
known to me to be the wife of the said D. A. Dorsey on a
separate and private examination taken and made by and before me,
separately and apart from her said husband, did acknowledge that she
made herself a party to said deed for the purpose of renouncing, re-
linquishing and conveying all her right, title and interest, whether
dower, homestead or of separate property, statutory or equitable, in
and to the lands described therein, and that she executed the said
deed freely and voluntarily and without any compulsion, constraint,
apprehension or fear of or from her said husband.

WITNESS my hand and official seal at Miami, County of Dade
and State of Florida, this 27th day of September, A. D. 1935.

Math J. Burnside
Notary Public

My commission expires: 3/28/38



Please -

from

P. A. Downey

To

Sam Miller