

(Copy)

This Indenture, made the 21st day
of June one thousand eight hundred and Eighty-nine Between
JOHN T. FARLEY, of the City, County and State of New York, party
of the first part, and Dr. Lazare Wischnewetsky, party

of the second part, Witnesseth, That the said party of the first part
has th^{ly} letten, and by these presents do th^{ly} grant, demise, and to farm let, unto
the said party of the second part ALL that certain house known as
number Seventy-eight (78) West Seventy-second (72d) Street in
the City of New York aforesaid, to be used, occupied and possess-
ed as a Private dwelling and not otherwise, except that the party
of the second part may use said premises in general for the pur-
poses of his profession,

with the appurtenances, for the term of Three (3) Years from
the First (1st) day of July one thousand eight hundred
and Eighty-nine at the yearly rent or sum of Three Thousand
(\$3,000) Dollars

to be paid in equal monthly installments or payments in ad-
vance on the first day of each month. And it is agreed that if any
rent shall be due and unpaid, or if default shall be made in any of
the covenants herein contained, then it shall be lawful for the said party of the

first part to re-enter the said premises and to remove all persons therefrom. And the said party of the second part hereby covenants to pay to the said party of the first part, the said yearly rent as herein specified. And the said party of the second part further covenants that he will not assign this lease, nor let or underlet the whole or any part of the said premises, nor make any alteration therein, without the written consent of the said party of the first part, under the penalty of forfeiture and damages, and that he will not occupy or use the said premises, nor permit the same to be occupied or used for any business deemed extra-hazardous on account of fire or otherwise, without the like consent under the like penalty. And the said party of the second part, further covenants that he will permit the said party of the first part, or his agent, to show the premises to persons wishing to hire or purchase, and on and after the first day of February next preceeding the expiration of the term, will permit the usual notice of "to let," or "for sale" to be placed upon the walls or doors of said premises, and remain thereon without hindrance or molestation.

And it is further agreed between the parties to these presents, that in case the building or buildings erected on the premises hereby leased shall be partially damaged by fire, the same shall be repaired as speedily as possible at the expense of the said party of the first part; that in case the damage shall be so extensive as to render the building untenable, the rent shall cease until such time as the building shall be put in complete repair; but in case of the total destruction of the premises, by fire or otherwise, the rent shall be paid up to the time of such destruction, and then and from thenceforth this lease shall cease and come to an end, provided however, that such damage or destruction be not caused by the carelessness, negligence, or improper conduct of the party of the second part, his agents or servants.

It is mutually agreed that if during the term of this lease the said party of the second part desires to purchase the aforesaid premises, the said party of the first part will sell the same for the sum of Sixty-five Thousand (\$65,000) Dollars subject nevertheless, to any mortgage or mortgages thereon for the time being, the amount unpaid thereon to be deducted from, and form part of said purchase price: and subject also, to any covenants, conditions or restrictions against nuisances &c. if any, affecting the said premises, which may then be of record. In the event of such sale the rent under this lease to be apportioned to the time of taking title.

It is further mutually agreed that if for any reason this lease should cease or be determined before the expiration of the term aforesaid, the party of the first part may re-let the premises demised on such terms as he shall deem best and the party of the second part shall pay any deficiency between the rent received and that provided for by the terms hereof, had this lease continued for the time above limited therefor, and in such event the option to purchase the premises shall of course determine and become null and void.

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And at the expiration of the said term, the said party of the second part, will quit and surrender the premises hereby demised, in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted.

And the said party of the first part, doth covenant that the said party of the second part, on paying the said yearly rent, and performing the covenants aforesaid, shall and may peaceably and quietly have, hold, and enjoy the said demised premises for the term aforesaid.

It is further mutually agreed notwithstanding the above covenant against sub-letting that should the party of the second part depart this life before the expiration of the time limited for the continuance of this lease, or if during the same period he is compelled to retire from and abandon the practice of his profession on account of failing health, then and in such event the premises may be sub-let by the lessee provided only that the sub-lessee shall be a responsible person satisfactory to the party of the first part: the party of the second part and his legal representatives of course to continue liable under this lease in all respects as tenant of the party of the first part.

And it is further understood and agreed, that the covenants and agreements contained in the within Lease, are binding on the parties hereto and their legal representatives.

In Witness whereof, the parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed and delivered in the presence of
Cornelius J. Farley.

John T. Farley (SEAL)
L. Wischnewetzky, M.D. (SEAL)

in the lease

In Consideration of the letting of the premises within mentioned to the within named
Dr. L. Wrodniewsky and the sum of one dollar to me paid by the said party
of the first part ~~Thos. B. Kelly of Philadelphia, Pa.~~ hereby covenant and agree, to
and with the party of the first part above named, ~~not, said party's~~ legal representatives, that if default
shall at any time be made by the said Dr. L. Wrodniewsky, or his legal representatives in the payment of
the rent and performance of the covenants contained in the within lease on his or their part to be paid
and performed, that ~~Dr. L. Wrodniewsky~~ will well and truly pay the said rent, or any arrears thereof, that may
remain due unto the said party of the first part, and also all damages that may arise in consequence
of the non-performance of said covenants, or either of them, without requiring notice of any such default
from the said party of the first part, to said lease

Witness my hand and seal this 21st
one thousand eight hundred and Eighty-nine
WITNESS.

day of June in the year

(Signed) Wm. D. Kelly (Seal)

"in the" & "lease" on first line & struck on 1st line introduced
and "said" on 2nd line & "above named and" in 4th line struck out
all before recitation

(Signed) A. B. Kelley
41 et r Parish St. Phila.

Copy of the lease
A. B. Kelley
Com me

Farley

to

Dr. L. Wrodniewsky

LEASE.

Dated June 1889

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