

LEASE

PHONE BAYVIEW 0788

*Copy*

THIS INDENTURE, made this \_\_\_ day of October, 1939,  
by and between INA HEDGER WELLS, of the City of Marysville, County  
of Yuba, State of California, the party of the first part, and  
hereinafter called the "LESSOR", and T. Nozawa and T. Takeshita,  
co-partners doing business under the firm name and style of  
"STARLIGHT LAUNDRY", of the City and County of San Francisco, State  
aforesaid, the parties of the second part, and hereinafter called the  
"LESSEES",

WITNESSETH:

That for and in consideration of the payments of rents  
and the performance of the other terms, covenants and conditions  
herein contained on the part of the Lessees to be kept and performed,  
the Lessor hereby leases, demises and lets unto the lessees, and the  
lessees in consideration of these presents hereby hire and take from  
the lessor all that certain lot, piece or parcel of land, situate,  
lying and being in the City and County of San Francisco, State of  
California, and bounded and particularly described as follow, viz:

COMMENCING at a point on the easterly line of Stanyan  
Street distant thereon 75 feet, northerly from the northerly line of  
Beulah Street, running thence northerly and along said easterly line  
of Stanyan Street 25 feet; thence at a right angle easterly 106 feet,  
3 inches; thence at a right angle southerly 25 feet; and thence at  
a right angle westerly 106 feet 3 inches to the point of beginning,  
including the improvements thereon known and designated as No. 786  
Stanyan Street, San Francisco, California, for a period of ten (10)  
years, commencing with the 1st day of November, 1939, and ending  
with the 31st day of October, 1949, upon the following terms and  
conditions, viz:

1. Said Lessees agree to alter, repair and make additions  
to the present building on said demised premises, and construct in

conformity with the plans and specifications hereto attached and especially made a part of this lease and signed by the parties hereto said alterations, repairs and additions. Said lessees agree to make all alterations, additions and repairs at their own cost and expense, and further agree to expend not less than the sum of \$4,400.00 therefor. It being understood that the making of said alterations, additions, and repairs is part of the consideration for the execution of this lease. That said lessor will not be called upon to make any payments whatsoever in reference to said alterations, additions and repairs. The work to be performed shall commence immediately upon the execution of this lease, and shall be completed within a reasonable time thereafter. It is fully understood that the said alterations, additions and repairs are being made entirely at the risk and expense of said lessees, and said lessees will hold said lessor free of any liability whatsoever because of said alterations, additions, and repairs, and will indemnify said lessor if said lessor is forced to make any expenditures whatsoever on account of same.

2. The total rental to be paid for the aforesaid premises hereby leased and demised, shall be the sum of Eight Thousand Four Hundred and no/100 Dollars, payable in legal tender of the United States in 120 monthly installments of \$70.00 each, payable in advance commencing on the 1st day of November, 1939, and on the 1st day of each and every month therefor until said sum of \$8,400.00 is fully paid. Said lessees hereby covenant and agree to pay said lessor the rents herein reserved at the time and in the manner herein designated, and mail the same to the lessor at her address, viz: 419 E. Street, Marysville, California, or at such other place as the lessor may designate. Said rents to be paid free from all claims, demands or counter-claims against the lessor of any kind or character whatsoever.

3. The Lessees shall not directly or indirectly use, or allow to be used, said premises, or any part thereof, for any other purposes than that of a laundry, and dwelling.

4. The Lessor shall not be required to make any additions, alterations, improvements or repairs, in, on, to, or about said premises during the term hereby created. Lessees agree that they will at their own cost and expense and in accordance with law, keep said demised premises in first class condition, order and repair, including the roof, and outside walls and will comply with all regulations, rules and requirements of all Federal, State and Municipal authorities and will paint the exterior of said premises at least once every five (5) years during the term hereby created. All alterations, additions, improvements and repairs made and all locks and bolts placed in, on, or about said demised premises immediately on the construction or installation thereof, shall become the property of the lessor, and shall remain in and about said premises as a part thereof.

5. The Lessees shall not create, conduct or maintain or suffer or permit to be created, conducted or maintained on or about said premises, or the sidewalk adjacent thereto, any public or private nuisance, any offensive, noisy, objectionable, immoral, dangerous, hazardous, or unlawful business or manufacture of any kind whatsoever. The Lessees shall not, either by act or omission, violate any law or permit the same to be violated in, on, or about said demised premises.

6. The Lessees hereby waive all rights which they have or may have under or by virtue of the provisions of Sections 1941 and 1942 of the Civil Code of the State of California, and of any other law permitting the lessees to make repairs at the <sup>cost</sup> ~~repairs~~ and expense of the lessor.

7. The Lessees shall exercise all care and diligence in and about the occupation and use of said premises and the sidewalk adjacent thereto, in order to avoid the causing of death, or injury to the person, or injury to the property of any person whatsoever. The lessor shall not be, nor be held liable for any damage to the goods, property or effects of the lessees or any of their representatives, agents, bailors, employees, guests, tenants, or of any other person, or the personal injuries to or death of them, or any of them, whether caused by or resulting from any person in or about said premises; or from any defects in any part of said building, or from any other cause or reason whatsoever.

8. The lessees shall pay for all gas, water, electricity, light, power, heat, steam and other utilities used in, on or about said premises and for the service and additional installation of the same.

9. Should the lessees be adjudged bankrupt by either voluntary or involuntary proceedings, or should they make a general or special assignment for the benefit of their creditors, or any of them, or should execution be levied upon their interest in the said demised premises, or on this lease, then the term hereby created, and this lease, at the option of the lessor, shall immediately cease and terminate, and in event shall the term hereby created and this lease, or the additions, improvements or alterations made by lessees, be treated as an asset of the lessees upon such adjudication of bankruptcy or upon such assignment or upon the levying of such execution;

10. Should any default be made by the lessees in the payment of the rent, or any part thereof, and said default continues for a period of ten (10) days, as herein provided, or should the

lessees fail, neglect or refuse to comply with any of the terms, covenants or conditions in this lease contained, then the lessor shall have the right, at her option, in addition to any other remedy, either present or future, whether in law or in equity, and whether herein or otherwise provided, without notice, immediately to terminate this lease and the term hereby ~~created~~<sup>commenced</sup>. Should suit be commenced by the lessor to recover any rent due or to become due under the terms of this lease, or to enforce any of the other terms, conditions or covenants hereof, or to terminate this lease and the term hereby created, or to recover the possession of the premises hereby demised, then the lessor shall be entitled forthwith to the appointment of a receiver, without notice, to take possession of the said premises and to exercise such other powers as the court shall confer upon her, and the lessees, upon the demand of the lessor, shall pay to the lessor a reasonable attorney's fee of at least \$100.00 whether said suit be brought to a final distribution or not. And the lessees hereby irrevocably appoint said lessor as the agent and attorney in fact of said lessees to enter upon the demised premises in the event of the default of the lessees in the payment of any rent herein reserved, or in the performance of any covenant herein contained, to be performed by said lessees, and no such re-entering shall be considered or construed to be forceable entry as the same is defined in the Code of Civil Procedure of the State of California; should the said lessor take possession of the premises as hereinabove provided she shall have the right to relet the same for the account and at the expense of the lessees and any such reletting by the lessor shall not operate as a waiver of postponement of any other right or remedies against the lessees.

11. The lessees ~~and any such~~ agree that no sign, advertisement or notices whatsoever shall be inscribed, painted, or affixed on, or to

any part of the premises hereby let and demised without the written consent of the lessor, except the usual and ordinary signs pertaining to their business and no signs whatever shall be installed on the roof of said building.

12. If the demised premises should be damaged by fire or other casualty, and they cannot be repaired or restored within sixty working days after possession is given to the lessor for the purpose of so restoring or repairing the same, then and in that event this lease shall cease and terminate and the parties hereto shall be released from all obligation hereunder thereafter accruing; but if the damage so caused can be repaired within sixty working days then and in that event the lessor shall repair said premises at her own cost and expense. During the time that such repairs are being made a reasonable rebate of the rent herein agreed to be <sup>paid</sup> paid shall be made if the lessees are prevented from occupying the demised premises or any substantial portion thereof during the making of such repairs. Upon the repairs being completed the lessees shall pay the full rent of the premises in accordance with the terms of this lease.

13. At the expiration of the term hereby created or on the earlier termination thereof as herein provided the lessees shall peaceably and quietly quit and surrender said premises in first class condition, reasonable wear and tear excepted. If the said lessees shall remain in possession of the said premises after the expiration of the term thereby created, the tenancy thus created shall only be from month to month, at the monthly rental of One Hundred and Fifteen Dollars, (\$115.00), and upon and subject to all and singular the terms and conditions herein contained; and the said lessees shall thereupon continue to be the tenant from month to month until the tenancy shall be terminated by the lessor, or until the said lessees shall have given to the lessor at least one month's written

notices of their intention to terminate such tenancy.

14. The Lessees, either by act or omission, shall not cause the rate of fire insurance upon said premises to be increased in any way whatsoever, or the policies of said insurance to be void or voidable.

15. The lessees shall take out and maintain at their own cost and expense, all Public Liability Insurance and Workmen's Compensation Insurance against accidents of every kind, to persons, death to persons, and the destruction and injury to property, caused by the fault of the lessees, or any other person, the damage for which might become a lien on said premises, or a claim against the lessor under the provisions of any present or future law. The lessees shall also take out and maintain at their own cost and expense all insurance on all plate glass in or about said demised premises.

16. Time is of the essence of this lease and no express or implied waiver by the lessor of any default hereunder shall in any way be or be construed to be a waiver of any future or subsequent default of the lessees, or a waiver of any of the rights of the lessor under the term of this lease, or a modification of any of said terms or an extension or enlargement of the rights of the lessees hereunder.

17. This lease and all of the terms herein contained shall extend to and bind the heirs, administrators, executors, successors and assigns of the respective parties hereto.

18. It is understood and agreed that the lessees will not assign this lease or any interest therein, nor sublet the whole or any part of said premises, without the written consent of the lessor first had and obtained.



FIREWORK A SPECIALTY



786 STANYAN ST. SAN FRANCISCO

Of the fire insurance on

in the event of

and policy

shall be taken on the policy delivered for

the premises, based on the policy delivered for

to. The lessor and her agents or attorney, shall have the

right at all reasonable times to enter the demised premises to inspect

the same.

IN WITNESS WHEREOF, the parties hereto have executed

these presents, in duplicate, the day and year hereinafore first written,

Lease  
Ina Hedger Tre  
Lessor

to  
T. Nozawa and  
T. Takishita, co-p  
doing business under  
firm name and style  
"Starlight Laundry"  
Lessee

Dated: October  
"Lessor"  
(less)  
"Lessee"  
(less)  
W S Solari  
Attorney at law  
50 Montgomery St.