

1077

L. D. 815-A.

LEASE⁸⁹⁵

TENANCY AT WILL

The Pittsburgh, Cincinnati, Chicago and
St. Louis Railway Company,

-TO-

Thomas Cunningham

Dated, *June 17,* 1898

PROPERTY AT

Pittsburgh, Pa.

For *a residence*

Commencing *June 1,* 1898.

Rent, \$ *2⁰⁰* per month Payable

Monthly in advance

30 Days' Notice.

Form Approved. *L. D.*

Entered in Contract Book E Page 60
of A of D. 9/20/98

This Agreement, Made this 17th day of June in the year Eighteen Hundred and Ninety-eight, between **The Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company**, as first party, and THOMAS CUNNINGHAM, of Pittsburgh, Pennsylvania,

as second party,

WITNESSETH, that the first party hereby demises and leases to the second party ~~a CERTAIN~~ the fol- lowing described premises, situated near Point Bridge, Pittsburgh, Alle- cheny County, State of Pennsylvania, to wit:-

The frame dwelling, formerly the property of John Gibbons, situate on the hillside opposite the south end of "Point Bridge," about one hundred and thirty-five (135) feet southwardly from the original center line of said railway and near the easterly line of the Lessor Company's property purchased from the trustees of the estate of William K. Nimick, deceased, November 2, 1892.

A plat of said premises, being hereto attached, marked "Exhibit A," and made a part hereof.

TO HOLD the same unto the second party as tenant at will of the first party, and for the rent or sum of Two Dollars (\$ 2.00) per month, to commence on the first day of June A. D. 1898, and to be paid monthly in advance on the first day of each month of each year during said tenancy.

That the said first party hereby reserves the right to terminate this agreement and the said tenancy, and to take possession of and re-enter upon said premises at any time hereafter, after having given to the second party, or left upon said premises thirty (30) days' notice, in writing, of its intention so to do, and requiring said party to quit and deliver up possession of said premises.

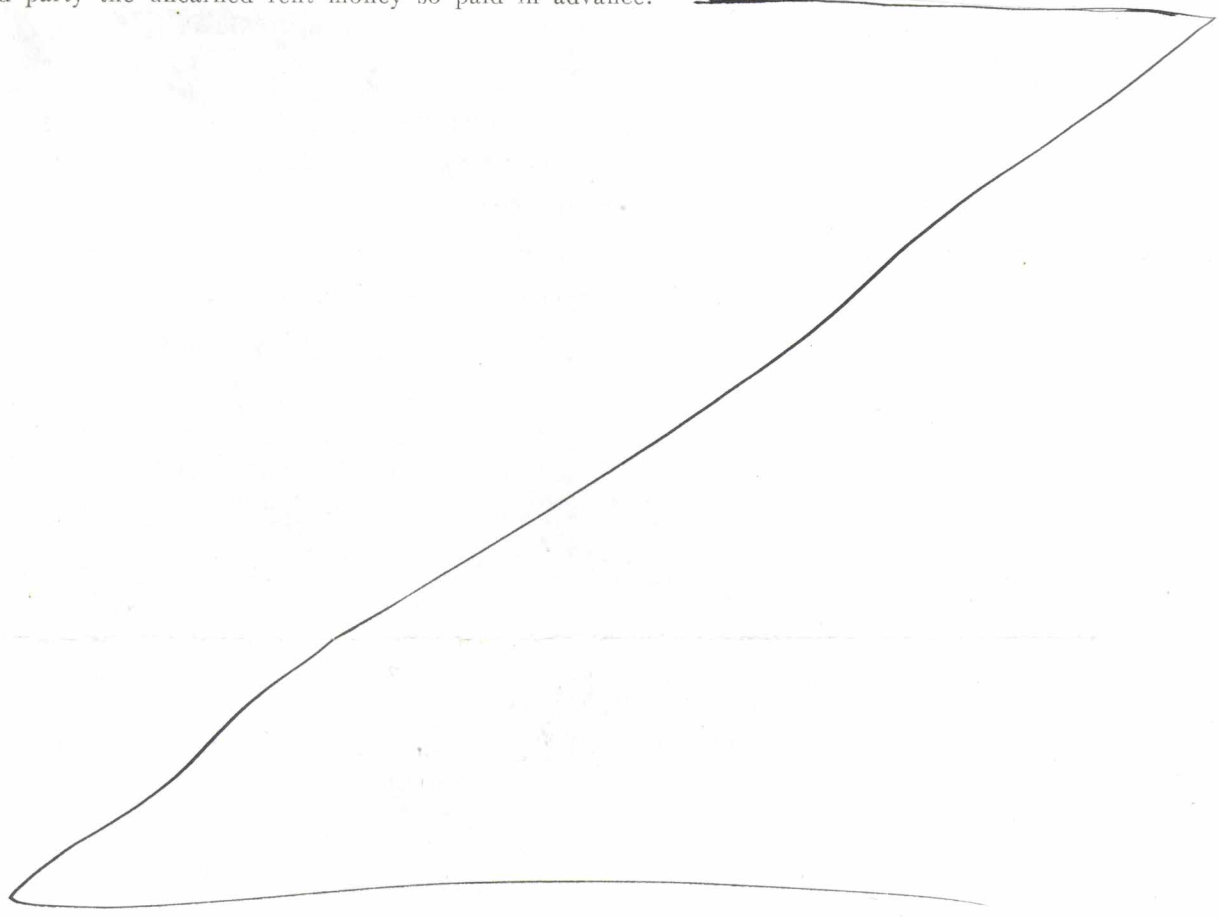
That said second party hereby agrees to become and continue to be the tenant at will of the first party, under the conditions hereof, to pay said rent, as above provided, and to keep said premises in good order and condition, and to quit and deliver up possession of said premises to said first party upon the expiration of the time mentioned in any notice to quit, given as aforesaid; and that upon the expiration of such time, the said tenancy shall cease, and said first party shall have the right forthwith to re-enter upon and occupy said premises, without any further or other notice, proceeding or process whatsoever.

The said second party hereby agrees not to use or occupy said premises for any other purpose than for a residence, and not to assign or transfer this agreement, nor underlet said premises, without the written consent of the first party being first obtained.

The said second party hereby agrees to pay all taxes and assessments levied on all improvements erected on said premises by said second party; and also agrees to waive all claims and demands against the first party for damages on account of injury to said improvements, caused by said first party or any of its employees.

That said second party shall have the right to remove said improvements at the termination of said tenancy, if not in defaults as to any of the covenants herein mentioned to be performed by said second party; but such removal to be made before the expiration of the time mentioned in any notice given for the termination of this agreement, as herein provided.

In the event that this lease is terminated by notice as hereinbefore provided for, before the expiration of the term for which rent has been paid in advance, then and in that case the first party shall refund to the second party the unearned rent money so paid in advance.



IN TESTIMONY WHEREOF, The parties hereto have caused this agreement to be executed in duplicate as of date the day and year first above written.

Witness
A. S. H. Blair
By *A. J. Vorey*
General Manager.

~~Attest:~~

Secretary.

Sealed and delivered in the presence of us:

J. D. Esplan
Will Johnston

Thomas Cunningham
Will Johnston



OHIO

RIVER

P. C. C. & ST. L. R.
PITTSBURGH DIVISION

PLAN SHOWING DWELLING TO BE
LEASED TO
THOS. CUNNINGHAM
AT POINT BRIDGE, P.G.H.

OFFICE OF ENGINEER MAINT. OF WAY
PITTSBURGH PA

SCALE 1" = 100'

JUNE 2, 1898

NOTE: - DWELLING TO BE LEASED TINTED RED

PITTSBURGH & LAKE ERIE R.R.

BRIDGE

POINT

N. 54° 12' W.

CARSON

ST 50'

POINT BRIDGE STATION

ORIGINAL CENTER LINE

INCLINED PLANE
DUQUESNE

135'

P. C. C. & ST. L. RY. Co.

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