

Know all Men by these Presents:

That *S. Sumner T. Smith* of the City of *Dayton*
Ohio

in consideration of *two thousand dollars*
to *me* paid by *Benjamin Gates* of the
State of *New York*
the receipt of which is hereby acknowledged, do *me* hereby **Bargain,**
Sell and Convey to the said *Benjamin Gates*

and assigns, the goods and chattels described in the Schedule hereunto annexed;
To have and to hold the same to the use of the said *Benjamin Gates*
Benjamin Gates his executors, administrators and assigns.

AND said Mortgagor covenants that *he* will insure the said property for not
less than *Three Thousand Dollars*
and keep the same insured during the continuance of this mortgage, and if *he*
neglect, or fail to do so, then the Mortgagee may insure the same at the expense
of the Mortgagor ; and in case of loss, if any, payment shall be made to the
Mortgagee for the use and purpose herein mentioned.

Provided, Nevertheless, That *whereas* the said *Sumner T. Smith*
has executed and delivered to said *Benjamin*
Gates his certain promissory note of even date
herewith, payable to the order of said *Gates*, three
years after date with interest at six per cent payable
annually, now, if the said *Sumner T. Smith* shall
pay said note with the interest thereon as the
same respectively come due to the said *Gates* or
his assigns

then this conveyance shall be void ; otherwise to be and remain in full force.

THE said Mortgagor hereby covenants that on default of payment, or any sale or attempt to sell said goods or chattels, or any part of them, or to remove them or any part of them from the county, or from their location, or upon any seizure of them, or any part of them, by process of LAW, or upon any failure to comply with the said provisions as to Insurance, then the said Mortgagee or assigns may take them into his possession.

In Witness Whereof, the said Summer T. Smith

has hereunto set his hand, this 26th day of September
A. D. one thousand eight hundred and eighty nine

"Summer T. Smith" (S)

STATEMENT OF CLAIM.

WHEN MORTGAGE IS GIVEN TO SECURE MONEY ONLY.

THE STATE OF OHIO, Montgomery COUNTY, SS.

The undersigned makes solemn oath and says he is the

within-named mortgagee :
that the said mortgagee has a valid claim against the within-named mortgagor, Summer T. Smith
amounting to two thousand seven
hundred and dollars and interest from date that said claim is just and unpaid, and that the fore-
going mortgage is given to secure the same.

(Deponent's Signature)

"Benjamin Gates"

Sworn to and subscribed before me, a Notary Public in and for said county, this 26th day
of September, A. D. 1889

(Officer's Signature)

Chas. J. McKee

Notary Public

Montgomery Ohio

STATEMENT OF CLAIM.

WHEN MORTGAGE IS GIVEN TO INDEMNIFY MORTGAGEE AS SURETY.

THE STATE OF OHIO, _____ COUNTY, SS.

The undersigned makes solemn oath and says that he is _____

_____ within-named mortgagee ; that
on the _____ day of _____, A. D. 18____, the said mortgagee became surety for the within-
named mortgagor, _____, on a certain _____

_____ executed by _____
as principal and the undersigned as security, dated _____

that he verily believes said claim is just and unpaid, and that the foregoing mortgage is taken in good faith to indemnify
said mortgagee against any loss that may result to him from said suretyship.

(Deponent's Signature)

Sworn to and subscribed before me, a _____ in and
for said county, this _____ day of _____, A. D. 18____.

(Officer's Signature)

(1) If there be but one mortgagee, and he makes the oath, here say, "he." If the oath be made by the agent or attorney of the mortgagee, here say, "the agent of the," or, "the attorney of the." If the mortgage is given to a firm, and one of the partners makes the oath, here say, "one of the firm of _____, who are the."
(2) Here name the mortgagor.
(3) Here describe the note or other instrument on which the mortgagee is surety.
Chattel mortgages must be signed by the mortgagor, but need not be sealed, witnessed, nor acknowledged by him.

Schedule.

1. Stone Mounter's Lathe
1. Power Lathe
1. Turner's Edging Machine
1. Emory Stand
1. Turner's Power Press and stock of turners tools,
1. Fire Proof Safe
3. Office Desks
1. Wright Book Case and

All Line Shafting, Belts, and Pulleys, all of said property being contained in the two story frame building situate on Huffman Avenue and the Pan Handle Rail Road, and now occupied by the Dayton Furnace Company in said City of Dayton, Ohio.

Also said two story frame building in which the aforesaid machinery and property is situate.

Also all the right, title and interest of said Sumner D. Smith as lessee under the lease from the Bonehens Foundry Company for the lands on which said two story frame building is located, said lease being for a period of three years. Also the patterns and flasks of the Duneka Furnace, the New Champion and the Challenge Furnace,

INDORSEMENT ON REFILED MORTGAGE.

THE STATE OF OHIO, COUNTY, SS.

being sworn, says that he is¹

the within named mortgagee; that by virtue of the within mortgage, he has a just and lawful interest as mortgagee in the property described in said mortgage,²

which now amounts (principal and interest), to

dollars and cents; that he verily believes said amount is just and unpaid, and that said interest in said property remains unimpaired to secure said sum, with the interest and costs that may accrue, according to the terms mentioned in said mortgage.

(Deponent's Signature.)

Sworn to and subscribed before me, a in and for said county, this day of A. D. 18

(Officer's Signature.)

(1) See note 1, on second page of this mortgage.

(2) If the mortgage is given to indemnity surety, here insert "because of his liability as surety, as set forth in said mortgage." If to secure money, leave this blank.

NOTE.—A refiled of the original mortgage, with the proper and requisite indorsements, is a substantial compliance with the law requiring a copy of the mortgage to be again filed within thirty days next preceding the expiration of the year from the date of the original filing of the mortgage. (See Sec. 4155, Rev. Stat. of Ohio.) Payne, Kendall & Co. v. Mason et al. 7 O. S. R. 198.

Chattel Mortgage.

Number

From
Sumner P. Smith

To
Benjamin Gates

This mortgage received on the day of

18 at o'clock M.

Recorded, Vol. Page Filed.

This mortgage refiled on the day of

18 at o'clock M.

Copy of Original on
File

FEES.—The following are the fees as to Chattel Mortgages, prescribed by § 4157 of the R. S.: For filing each instrument of copy, six cents; for searching each paper, six cents; for making the entries upon the filing of an instrument, six cents for each party thereto; for recording such instrument, ten cents per hundred words; for recording any affidavit, credit, or statement added to an instrument between the time of its record and refiled, twenty-five cents; and the like fees for certified copies of such instrument, or copies, as are allowed by law to county recorders for like services.

ROBERT CLARKE & CO.
LAW PUBLISHERS, 65 WEST FOURTH STREET, CINCINNATI, O.

INDORSEMENT ON REFILED MORTGAGE.

THE STATE OF OHIO, COUNTY, SS.

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the within named mortgagee; that by virtue of the within mortgage, he has a just and lawful interest as mortgagee in the property described in said mortgage,²

which now amounts (principal and interest), to

dollars and cents; that he verily believes said amount is just and unpaid, and that said interest in said property remains unimpaired to secure said sum, with the interest and costs that may accrue, according to the terms mentioned in said mortgage.

(Deponent's Signature.)

Sworn to and subscribed before me, a in and for said county, this

day of A. D. 18

(Officer's Signature.)

(1) See note 1, on second page of this mortgage.

(2) If the mortgage is given to indemnify surety, here insert "because of his liability as surety, as set forth in said mortgage." If to secure money, leave this blank.

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Chattel Mortgage.

Number

From P. Smith

To Benjamin Gates

This mortgage received on the day of

18, at o'clock M.

Recorded, Vol. Page Filled.

This mortgage refiled on the day of

18, at o'clock M.

Cafey of Original in File

FEE.—The following are the fees as to Chattel Mortgages, prescribed by § 4157 of the R. S.: For filing each instrument or copy, six cents; for searching each paper, six cents; for making the entries upon the filing of an instrument, six cents for each party thereto; for recording such instrument, ten cents per hundred words; for recording any affidavit, credit, or statement added to an instrument between the time of its record and re-filing, twenty-five cents; and the like fees for certified copies of such instrument, or copies, as are allowed by law to county recorders for like services.

ROBERT CLARKE & CO. LAW PUBLISHERS, 63 WEST FOURTH STREET, CINCINNATI, O.

Copy

Whereas the undersigned, Sumner S. Smith has by the execution and delivery of his certain note and chattel mortgage on certain personal property owned by him, borrowed from the undersigned, Benjamin Gates, the sum of two thousand dollars, and whereas said money was raised for the purpose of being used and expended in carrying on the business now known as The Dayton Furnace Company, under an agreement between said Smith and said Gates, that the said sum of money should be placed in the hands of two Trustees, to be by them used and expended in said business of manufacture and sale of Hot Air Furnaces, now, therefore, be it hereby known and understood, that said parties aforesaid, have chosen and selected Matthew Carter and Dr. J. R. Slingerland said Trustees, and said Carter and Slingerland have accepted said Trust, and received said money, and hereby agree and promise to hold the same in trust for said Smith and Gates, to be used in the interest of said Dayton Furnace Company and to faithfully and honestly pay out the same for the use and purposes of the business of said Dayton Furnace Co in the manufacture and sale of Hot Air Furnaces. And it is hereby expressly understood and agreed that said Trustees have full power and they are hereby authorized and empowered to lay out and expend said money in and for said business only, and as their discretion in this regard may dictate

September 26th 1889.

Sumner S. Smith
 Benjamin Gates
 Joseph R. Slingerland } Trustees
 Matthew P. Carter }

Agreement between
Sumner J. Smith and
Benjamin Gates and two
Trustees to receive and
expend \$2000.

Whereas the undersigned, Sumner T. Smith has by the execution and delivery of his certain note and chattel mortgage on certain personal property owned by him, borrowed from the undersigned, Benjamin Gates, the sum of two thousand dollars, and whereas said money was raised for the purpose of being used and expended in carrying on the business now known as The Dayton Furnace Company, under an agreement between said Smith and said Gates, that the said sum of money should be placed in the hands of two trustees, to be by them used and expended in said business of manufacture and sale of Hot Air Furnaces, now, therefore, be it hereby known and understood, that said parties aforesaid, have chosen and selected, Matthew Carter and Dr. J. R. Shingenland such trustees, and said Carter and Shingenland have accepted said trust, and received said money, and hereby agree and promise to hold the same in trust for said Smith and Gates, to be used in the interests of said Dayton Furnace Company, and to faithfully and honestly pay out the same for the use and purposes of the business of said Dayton Furnace Company in the manufacture and sale of Hot Air Furnaces, and it is hereby expressly understood and agreed that said trustees have full power, and they are hereby authorized and empowered to lay out and expend said money in and for said business only, and as their discretion in this regard may dictate,

September 26th 1889.

Sumner T. Smith
 Benjamin Gates
 Joseph R. Shingenland
 Matthew B. Carter Trustees }

Agreement between
Sumner T. Smith and
Benjamin Gates as
two trustees to receive
and expend 2000⁰⁰,

The Dayton Furnace Co

Inventory of Stock Tools Patterns flasks
Machinery finished and unfinished material

Quilting Book apt On hand
January 1st - 1890

10 finished furnaces
4 unfinished " 22783 lbs @ 6c \$1366 98

2 Eureka Staters @ 35.00 70.00

Castings 25232 lbs @ 3¢ 756 96

1 Lt-Register faces
1 " " Borders \$1243 lbs @ 6¢ 74 58

12 Sheets Iron 11 lbs 132 lbs @ 4¢ 528

2 Bundles Russia Iron 200 # @ 10¢ 20 00

100 Sheets Tin @ 10¢ 10 00

82 Sheets Steel @ 6267 lbs @ 5¢ 313 35

62 Radiator flues 256 " @ 6¢ 1536

Iron Patterns 10450 lbs @ 12¢ 1254 00

46 Large flasks @ \$6.00 276 00

125 Medium " " 4.00 500 00

" 64 Old " " 1.50 96 00

Lt-Follow Brands for flasks 877 50

3 Eureka fire glue patterns @ \$20.00 75 00

125 # Roberts Cement @ 5¢ 625

14 10 + 14 Registers @ \$1.50 21 00

14 9 + 12 " " 1.40 19 60

4 12 + 15 " " 1.75 7 00

1386 lbs Rivets @ 10¢ lbs 860

13900 Bolts @ 40¢ per 100 55 60

1 Lot tools & machinery for
joining and fitting material 228 00

Machine Shafting Belting
Emery Stone Luthers
Drill press & c
office 349 50

Fire proof safe
Chairs Desks and
Table Iron & c 301 00

Building & Insurance 1104 00

Dayton January 4th 1890

For value received, and by virtue of a power of Attorney
of even date herewith, from Sumner J. Smith, I do hereby sell
assign and deliver the within described goods and
chattels, as the property of said Sumner J. Smith, to
Matthew B. Carter and Joseph R. Dingield and
as trustees of The Dayton Furnace Company.

Sumner J. Smith by
E. Thompson, his
Attorney in fact

PAT. NO. 9709

Received for record May 20, 1893, and recorded in
Liber X, 47, page 275, of Transfers of Patents.

IN TESTIMONY WHEREOF I have caused the seal of
the Patent Office to be hereunto affixed.

Ed. A. P. J.

Thos. Symour

Commissioner of Patents.

[Faint handwritten text on the left edge of the page]

For and in consideration of one
dollar then in hand paid the
receipt of which is hereby acknowledged
I hereby agree to and with the Dayton
Lunace and Foundry Company
of Dayton Ohio. that in consideration
of the said Company manufacturing
and introducing a water motor
known as the Feed water motor.
made under water motor patent
no. 429,487. and any improvements
thereof by the same patentee, for
the period of one year from
this time, I will assign sell set
over and deliver to said Company
all my right title and interest in and
to said water motor and any im-
provements therein by the same
patentee, on condition that said
Company shall pay me therefor
\$10,000. in the capital stock of said
Company, and shall have paid
me one half of the net profit of the
first year's business of said
Company in the manufacture and
sale of said motor.

February 14th 1893
Signed in the presence of
C. W. Greenfield.

Cyrus R. Reed



41040

See \$1 per
11649
PATENT OFFICE
1893

Contractors
Cyrus R. Reed,
+
The Dayton Furnace
& Foundry Company,

RECORDED
MAY 20 1893
PATENT OFFICE

149

05/20

U.S. PATENT OFFICE
MAY 20 1893
CHIEF CLERK.

Copy
"

For and in consideration of one dollar to me in hand paid, the receipt of which is hereby acknowledged, I hereby agree to and with the Dayton Furnace and Foundry Company of Dayton, Ohio, that in consideration of the said company manufacturing and introducing a water-motor known as the Feed Water-Motor, made under water-motor patent No. 429487 and any improvement thereof by the same patentee for the period of one year from this time, I will assign, sell and set over and deliver to said company all my right title and interest in and to said water-motor and any improvements thereon by the same patentee, on condition that said company shall pay me therefor \$10000 in the capital stock of said company and shall have paid me one-half of the net profit of the first year's business of said company in the manufacture and sale of said motor.

February 14th 1893,Signed in the presence of
O. H. Greenfield }Cyrus R. Feed 

Contract of
Cyrus R. Reed.
with the
Dayton Tarnace and
Foundry Company

Copy

Whereas, Jesse S. Teed, formerly of Walton, New York, now of Chicago in the County of Cook and State of Illinois did obtain LETTERS PATENT of the United States of America, for certain improvements in Water-Motors or Water Wheels

which Letters Patent bear date the third day of June eighteen hundred and ninety and are numbered 429487

And, Whereas, said Jesse S. Teed desires to assign transfer and set over to Cyrus R. Teed, of Chicago, Cook County, Illinois all his interest in and to the said Letters Patent and said Cyrus R. Teed

is desirous of acquiring an interest therein.

Now, this Indenture Witnesseth, That for and in consideration of the sum of five thousand (5000.00) Dollars,

to me the said Jesse S. Teed in hand paid, the receipt of which is hereby acknowledged, I have assigned, sold and set over, and do hereby assign, sell and set over, unto the said Cyrus R. Teed all the right, title and interest which I have in the said invention, as secured to me by said Letters Patent, for, to, and in the said invention and any and all improvements in water motors which Jesse S. Teed may hereafter make in water-motors

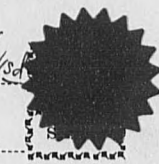
The Same to be held and enjoyed by the said Cyrus R. Teed for his own use and behoof, and for the use and behoof of his legal representatives, to the full end of the term for which said Letters Patent are granted, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made.

In Testimony Whereof, I hereunto set my hand and affixed my seal, this 14th day of February eighteen hundred and ninety-three

Signed, Sealed and Delivered In Presence of

C. H. Greenfield,

Jesse S. Teed



ASSIGNMENT OF PATENT.

Jesse S. Teed,

TO

Cyrus P. Teed,

Dated, Feb. 14, 1893,

Triplicate

THIS agreement entered into this first day of February A.D. 1894, between David Mitchell and Elmer D. Abbott, parties of the first part, and the Dayton Furnace & Foundry Company, party of the second part, all of said parties being in the City of Dayton, County of Montgomery and State of Ohio excepting David Mitchell, who is a citizen of New York City, N.Y.

W I T N E S S E T H : THAT whereas, the parties of the first part are inventors of certian improvements in gas- and heat-appliances, covering which, caveats are now on file in the United States Patent Office, and W H E R E A S : THE party of the second part is desirous of becoming interested in said inventions and in letters-patent that may be granted hereafter therefor, to the extent of making and selling said in-

*E. D. A.
D. A. I.
D. 7 CV.
136
124*

ventions. N O W, therefore, the parties have agreed as follows:
FIRST. The parties of the first part hereby licenses and empowers the party of the second part, *the exclusive right* to manufacture and sell said gas- and heat-appliances, now and to the end of the terms of the letters-patent that may be granted hereafter therefor, and to make and sell all improvements in said appliances that may be hereafter made by the parties of the first part and patented, subject to the conditions hereinafter named.

SECOND. The party of the second part hereby covenants and agrees to defray all expenses of securing letters-patent on said improvements now invented, and on improvements that may be hereafter invented by the parties of the first part.

THIRD. The party of the second part, as a further consideration, hereby covenants and agrees to pay to each of the parties of the first part (quarterly), twenty-five (25%), per cent of the net receipts or profits accruing from the sales of said gas- and heat-appliances, and to pay to Elmer D. Abbott, one of the parties of the first part, five (5%), per cent on all sales made by him, or his agent or agents.

FOURTH. As a further consideration, the party of the second part hereby covenants and agrees to pay (monthly), to Elmer D. Abbott, one of the parties of the first part, a stipulated salary of Seventy-five (\$75.00) dollars per month.

FIFTH. It is hereby agreed by Elmer D. Abbott, one of the parties of the first part, to transfer his interests in the Welsbach Light Agency to the party of the second part, said transfer to take effect March 1st, A.D. 1894.

SIXTH. It is hereby mutually agreed between David Mitchell and Elmer

D. Abbott, the parties of the first part, that they consider each other the joint-owners of all inventions and patents appertaining to gas-appliances, now in existence or that may be hereafter invented.

SEVENTH. The party of the second part agrees to keep a complete set of books, in which shall be recorded the number of said gas- and heat-appliances containing the improvements herein referred to, that may be manufactured, and the number sold, which books shall be opened for inspection at any time by the parties of the first part, or either of them; and to make full and true returns under oath of all said appliances sold, when required to do so by either or both of the parties of the first part.

EIGHTH. Upon the failure of the party of the second part to make returns, or to make payment of money due the parties of the first part, either as salary or percents on sales as herein specified, for thirty (30), days after the date herein named, the parties of the first part or either of them may terminate this contract, so far as they or he is concerned, by sending a written notice upon the party of the second part, but the party of the second part will not be thereby discharged from any liability to the parties of the first part for any money or moneys due, at the time of the service of said notice.

IT witness whereof, the parties of the first part, and the party of the second part through its authorized officer, have hereunto set their hands the day and year above written, at the City of Dayton, County of Montgomery, and State of Ohio.

Dayton Insurance Co
Benjamin Gates Pres
E. D. Abbott
David Mitchell

LEASE.

FROM

Deane Bros & Lincoln

59-61-63 Wabash Ave

TO *Chicago*

*The Dayton Furnace and
Foundry Co. Dayton - O.*

No. Street.

Annual Rental, - - \$

Monthly in advance, - \$

Expires *April 30* A. D. 18 *94*

CAT. NO. 9715

*Received on the within lease the sums
set opposite the following months for
the years 189..... and 189.....*

189..... May \$

June

July

August

September

October

November

December

189..... January

February

March

April

This Indenture, Made this Tenth day of November in the year of our Lord One Thousand Eight Hundred and Ninety Two Between Deane Bros & Lincoln of the City of Chicago Cook County State of Illinois party of the first part, and The Dayton Furnace & Foundry Co. of No 802, Germantown St. in the town of Dayton, County of Montgomery State of Ohio party of the second part

WITNESSETH, That the party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the party of the second part, has demised and leased to the party of the second part, the premises in the City of Chicago County of Cook and State of Illinois known and described as follows: The Room 75 x 35 feet more or less, 35 ft on Wabash Ave & 75 ft on Randolph St. in the second story of the building bearing numbers fifty-nine, sixty one & sixty three (59-61-63) Wabash Ave same to be occupied as offices and for the carrying of samples of furnace and stoves, not to exceed ten furnaces nor fifty stoves at any one time and for samples of mineral water for no other purpose whatever without the permission of the said party of the first part

To have and to hold the same, unto the party of the second part, from the Tenth day of November A. D. 1892 until the thirtieth day of April A. D. 1894. And the party of the second part in consideration of said demise, do covenant and agree with the party of the first part as follows:

FIRST. To pay as rent for said demised premises the sum of Three thousand two hundred and forty one dollars Dollars and sixty six cents (\$3241.66) as follows installments of on November 10th 1892 One hundred & sixteen dollars Dollars and sixty six cents on December first 1892 One hundred & seventy five dollars and the like amount of One hundred and seventy five dollars (\$175) to be paid the first day of each succeeding month up to and inclusive of April first 1893, then on May first 1893 the rent shall be One hundred and eighty seven dollars & fifty cents (\$187.50) the month same payable in advance in like manner on the first day of each month up to April 30, 1894

SECOND. That the Y. ha. examined and know the condition of said premises, and ha. received the same in good order and repair, except as hereon otherwise specified, and that no representations as to the condition or repair thereof, have been made by the party of the first part or the agent of said party, prior to, or at the execution of this lease, that are not herein expressed or endorsed hereon; and that the Y. will keep said premises in good repair, replacing all broken glass with glass of the same size and quality as that broken; and will keep said premises, and appurtenances, including catch basins, vaults and adjoining alleys, in a clean and healthy condition, according to the city ordinances, and the direction of the proper public officers, during the term of this lease, at their own expense; and will, without injury to the roof, remove the snow and ice from the same when necessary, and clean the snow and ice from the sidewalks in front of said premises; and upon the termination of this lease, in any way, will yield up said premises to said party of the first part in good condition and repair (loss by fire and ordinary wear excepted), and deliver the keys at the

THIRD. That the party of the first part shall not be liable for any damage occasioned by failure to keep said premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam, or other pipes, or sewerage, or the bursting, leaking or running of any cistern, tank, wash-stand, water closet or waste pipe in, above, upon or about said building or premises, nor for damage occasioned by water, snow or ice being upon or coming through the roof, sky-light, trap door or otherwise, nor for any damages arising from acts or neglect of co-tenants or other occupants of the same building, or of any owners or occupants of adjacent or contiguous property.

FOURTH. That he will not allow said premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, nor to be occupied, in whole or in part, by any other person, and will not sub-let the same, nor any part thereof, nor assign this lease, without in each case the written consent of the party of the first part first had, and will not permit any transfer, by operation of law, of the interest in said premises acquired through this lease; and will not permit said premises to be used for any unlawful purpose or purpose that will injure the reputation of the same or of the building of which they are a part, or disturb the tenants of such building or the neighborhood; and will not permit the same to remain vacant or unoccupied for more than ten consecutive days; and will not permit any alteration of or upon any part of said demised premises, nor allow any signs or placards posted or placed thereon, except by written consent of first party; all alterations and additions to said premises shall remain for the benefit of the lessor unless otherwise provided in said consent as aforesaid.

FIFTH. To pay (in addition to the rents above specified,) all water rents and gas bills taxed, levied or charged on said demised premises, for and during the time for which this lease is granted, in case no water rents are levied specifically upon said premises, to pay the part of all water rents levied or charged upon the building in which said demised premises are situate; and in case said water rents and gas bills shall not be paid when due, said party of the first part shall have the right to pay the same, which amounts so paid, together with any sums paid by said party of the first part, to keep said premises and their appurtenances in a clean and healthy condition, as hereinbefore specified, are hereby declared to be so much additional rent, and shall be due and payable with the next installment of rent due thereafter under this lease.

SIXTH. To allow the party of the first part free access to the premises hereby leased for the purpose of examining or exhibiting the same, or to make any needful repairs or alterations of said premises, which said first party may see fit to make; also to allow to have placed upon said premises, at all times, notice of "For Sale" and "To Rent," and will not interfere with the same.

SEVENTH. If said party of the second part shall abandon or vacate said premises, the same shall be re-let by the party of the first part for such rent, and upon such terms as said first party may see fit; and if a sufficient sum shall not be thus realized, after paying the expenses of such re-letting and collecting, to satisfy the rent hereby reserved, the party of the second part agrees to satisfy and pay all deficiency.

EIGHTH. At the termination of this lease, by lapse of time or otherwise, to yield up immediate possession to said party of the first part, and failing so to do, to pay as liquidated damages, for the whole time such possession is withheld, the sum of Ten dollars per day; but the provisions of this clause shall not be held as a waiver by said first party of any right of re-entry as hereinafter set forth; nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmation of the tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted for the period still unexpired, for any breach of any of the covenants herein.

NINTH. It is further covenanted and agreed, By said party of the second part, that there shall not be kept or used on said premises naphtha, benzine, benzole, gasoline, benzine-varnish, or any product, in whole or in part, of either, or gunpowder, fireworks, nitro glycerine, phosphorus, saltpetre, nitrate of soda, camphene, spirit-gas, or any burning fluid or chemical oils, without the written permission of the party of the first part, and the generating or evaporating or using on said premises or contiguous thereto, of gasoline, benzine, naphtha, or any other substance for a burning gas or vapor for lighting, other than the ordinary street gas or kerosene of lawful fire test, is absolutely prohibited unless permitted in writing hereon

It is Expressly Agreed, Between the parties hereto, that if default be made in the payment of the rent above reserved, or any part thereof, or in any of the covenants and agreements herein contained, to be kept by the party of the second part, it shall be lawful for the party of the first part or the legal representatives of said party at any time thereafter, at the election of said first party, or the legal representatives thereof, without notice, to declare said term ended, and to re-enter said demised premises, or any part thereof, either with or without process of law, and the said party of the second part or any person or persons occupying the same, to expel, remove and put out, using such force as may be necessary so to do, and the said premises again to repossess and enjoy, as before this demise, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenants, and said party of the second part further covenants and agrees, that said party of the first part, or the representatives or assigns of said party, shall have, at all times, the right to distrain for rent due, and shall have a valid and first lien upon all property of said party of the second part, whether exempt by law or not, as security for the payment of the rent herein reserved.

The party of the second part hereby irrevocably constitutes _____ or any attorney of any Court of Record of this State, attorney for self in as name, on default by it of any of the covenants herein, and upon complaint made by said first party, his agent or assigns, and filed in any such Court, to enter appearance in any such Court of Record, waive process and service thereof, and trial by jury, and confess judgment against self in favor of said party of the first part, or their assigns, for forcible detainer of said premises with costs of said suit; and also to enter appearance in such Court, waive process and service thereof, and confess judgment from time to time, for any rent which may be due to said party of the first part, or the assignees of said party, by the terms of this lease, with costs, and Twenty Dollars attorney's fees, and to waive all errors and all right of appeal from said judgment and judgments, and to file a consent in writing that a writ of restitution or other proper writ of execution may be issued immediately, said party of the second part hereby expressly waiving all right to any notice or demand under any statute of this State, relating to forcible entry and detainer.

It is Further Agreed, By the parties hereto, that after the service of notice, or the commencement of a suit, or after final judgment for possession of said premises, the first party may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit, or said judgment.

In case said premises shall be rendered untenable by fire or other casualty, the lessor may at his option terminate this lease, or repair said premises within thirty days, and failing so to do, or upon the destruction of said premises by fire, the term hereby created shall cease and determine.

The party of the second part further covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by the party of the first part in enforcing the covenants and agreements of this lease; and all the parties to this lease agree that the covenants and agreements herein contained shall be binding upon, apply and inure to their respective heirs, executors, administrators and assigns.

Witness the hands and seals of the parties hereto, the day and year first above written.

Signed Benjamin Gates - Treasurer

IN PRESENCE OF signed D. B. Turner

SEAL SEAL SEAL

GUARANTEE.

For value received..... hereby guarantee the payment of the Rent and the performance of the covenants by the party of the second part in the within Lease covenanted and agreed, in manner and form as in said Lease provided.

Witness..... hand and seal this..... day of..... A. D. 189.....

.....[SEAL.]

ASSIGNMENT AND ACCEPTANCE.

For value received..... hereby assign all..... right, title and interest in and to the within Lease unto heirs and assigns, and in consideration of the consent to this assignment by the Lessor..... guarantee the performance by said..... of all the covenants on the part of the second party in said Lease mentioned.

In consideration of the above assignment and the written consent of the party of the first part thereto,..... hereby assume and agree to make all the payments and perform all the covenants and conditions of the within Lease, by said party of the second part to be made and performed.

Witness..... hand and seal this..... day of..... A. D. 189.....

.....[SEAL.]

.....[SEAL.]

CONSENT TO ASSIGNMENT.

..... hereby consent to the assignment of the within Lease to..... on the express condition, however, that the assignor shall remain liable for the prompt payment of the rent and performance of the covenants on the part of the second party as therein mentioned, and that no further assignment of said Lease or sub-letting of the premises or any part thereof shall be made without..... written assent first had thereto.

Witness..... hand and seal this..... day of..... A. D. 189.....

.....[SEAL.]

LESSOR'S ASSIGNMENT.

In consideration of One Dollar, to..... in hand paid,..... hereby transfer, assign and set over to and assigns..... interest in the within Lease, and the rent thereby secured.....

Witness..... hand and seal this..... day of..... A. D. 189.....

.....[SEAL.]

.....[SEAL.]

Copy

Know all Men by these Presents
 That The Dayton Furnace & Foundry Company
 Of the First part For and in consideration ~~of~~ the
 sum of One dollar lawful money of the United
 States to us. in hand paid at or before the sealing
 and delivery of these presents by Benjamin Gates &
 Robert Valentine as Trustees for the Society of Shakers
 of Mount Lebanon. New York. Of the second part, the
 receipt whereof is hereby acknowledged have bargained
 and sold. And by these presents do grant & convey
 unto the said parties of the second part their successors
 and assigns.

All the personal property debts & assets of
 every description now in the Factory & Store & elsewhere
 at the City of Dayton in the State of Ohio

To have & to hold the same unto the said parties of the
 second part their successors in trust & assigns forever.

And we do for ourselves Covenant & agree to & with
 the said parties of the second part, to warrant & defend
 the sale of the said property hereby sold unto the said
 parties their successors in trust against all & every person
 & persons whomsoever.

In Witness Whereof We have hereunto set our names & Seal this
 26 day of July One Thousand Eight Hundred & Ninety four.
 Sealed & delivered in Presence of

Louis Lampora } The Dayton Furnace & Foundry Co
 D. Mitchell President

We hereby Consent to the making of the foregoing
Bill of Sale.

C R Mitchell

J B Mitchell

State of New York

City of New York

County of New York

On the 26 day of July. In the year One Thousand Eight Hundred
& ninety four Before me personally came David Mitchell President
of the Dayton Furnace & Foundry Company To me known to be
the same person described in & who executed the within bill of Sale
& he acknowledged to me that he executed the same, by & behalf of the
Dayton Furnace & Foundry Company & that he was duly Authorized
to Execute the same by & on behalf of said Corporation

Tim J. Shea

Notary Public

N.Y. Co.


Whereas I, David Mitchell, of the City, County and State of New York, claim to have an interest in certain contracts with the Dayton Furnace & Foundry Co., of Dayton, Ohio, and whereas I am desirous of disposing of said interest whatever it may be, now transfer, in consideration of One Dollar and other consideration to me in hand paid by Benjamin Gates, the receipt of which is hereby acknowledged, I do hereby assign, sell and set over, and by these presents have assigned, sold and set over to Benjamin Gates all of my right, title and interest in and to said contracts, and whatever interest in same I now have, or may hereafter have. Said contracts referring to the purchase and manufacture of gas stoves and burners.

By these presents I divest myself of any interest in same.

Witness my hand and seal, this ...15... day of August

1894.

Witness
Allard
Philip & Reville

David Mitchell 

This Lease, Made this Sixth day of June A. D. 1893
 Between The Dayton Furnace & Foundry Company Limited,
 of city of Dayton, County of Montgomery and State
 of Ohio,

lessors, and George H. Fouts, John D. Warren & Albert Peyton,
 of the same place

lessees, Witnesseth: That said lessors, in consideration of the rents and covenants hereinafter contained,
 and by said lessees and their assigns to be paid and performed, do hereby **Grant, Demise**
and Lease to the said lessees, — their executors, administrators and assigns, the premises situate
 in the City of Dayton in the County of Montgomery
 and State of Ohio, and described as follows:

That part of the brick building formerly used
 by the lessors for Foundry purposes & to be used
 for no other purpose without consent of said
 lessors, in writing.

The ~~one~~ story brick building a part of which is hereby
 leased to said lessees is situated on what is
 called "Kimmerlee's Plat" of the following described
 Real Estate, Being parts of Lots 6012 & 6013 Revised numbers
 of the City of Dayton, O, and parts of lands formerly owned
 by Nicholas Boden & others & bounded by beginning 256
 feet North of Washington Street & 36 feet East of the West
 line of said Lot 6013 & running thence N 89 1/2° E 141.1 ft
Thence N 35 1/2° E 84.3 feet, Thence N 31° E 131.5 ft. Thence S
88 1/2° W 210.0 ft. Thence S 69 1/4° W 60.7 ft. Thence S 2° E 160.0 ft.
 to the place of beginning containing 7 1/100 Acres - Except
 a right of way off the west side heretofore conveyed to
 the Miamiburg Lumber Factory Co.

The part of this lot & building thereon which is
 hereby leased is situated on the south eastern part
 thereof and measures 50 ft x 75 ft more or less,
 the lessors reserving ^{up of} right of ^{the lot} the rooms now used
 as an office. (The same is now called 80 2 1/2 Germantown
St.) In addition to the one story part of said building
 that is to be used for a Foundry, is leased to said
 lessees, the Cupola, with Fan & Blower, Two Tumblers
 with necessary shafting and power to run the same
 and all bench molder's tools on hand ~~this day~~
 as per Inventory attached hereto: Power & light
 will be furnished only between 7 A.M. & 6 P.M. ^{Standard Time} of each work-
 day & none to be furnished on ^{any} Sunday.

To have and to hold the same, with the appurtenances unto the said lessee S., or their executors, administrators and assigns, from the Sixth day of June A. D. eighteen hundred and Ninety three, for and during the full term of one year next ensuing, and fully to be completed and ended on the Fifth day of June A. D. eighteen hundred and Ninety-four and the said lessee to have an option on said property for one year following the expiration of this lease at the ^{same} rate with the same terms & conditions. Holding and paying therefor, during the said term, Four Hundred & Eighty Dollars (\$480.00) payable in monthly installments of Forty Dollars (\$40) on the Sixth day of each month, the first payment being made this day.

Provided, however, that if said rent, or any part thereof, shall remain unpaid for five days after it shall become due, and without demand made therefor; or if said lessee S. shall assign this lease, or under-let said leased premises, or any part thereof, or if said lessee S. interest therein shall be sold under execution or other legal process, without the written consent of said lessor S., or their heirs or assigns, first had, it shall be lawful for said lessor S., or their heirs or assigns, into said premises to re-enter, and the same to have again, repossess and enjoy, as in their first and former estate; and thereupon this lease, and everything therein contained on the said lessor S. behalf to be done and performed, shall cease, determine, and be utterly void.

And said lessee S., for themselves and for their executors, administrators and assigns, covenant and agree with said lessor S., & their heirs and assigns, as follows, that is to say: that said lessee S. will pay said rents, in manner aforesaid, unless said premises shall be destroyed or rendered untenable by fire or unavoidable accident; that they will not do or suffer any waste therein: that they will not assign this lease, nor under-let said premises, nor any part thereof, without the written consent of said lessor S., and that at the end of said term they will deliver up said premises in as good order and condition as they now are, or may be put by said lessor S., reasonable use and ordinary wear and tear thereof, and damage by fire and other unavoidable casualty excepted; and further, that for the said rents Forty Dollars to be paid by said lessee S. and assigns, a lien is hereby reserved upon the premises hereby leased, and the interest of said lessee S. and assigns in and to the same, in favor of said lessor S., their heirs and assigns, prior and preferable to any and all other liens thereupon whatsoever.

[Large handwritten scribbles or signatures at the bottom of the page.]

And said lessor*s*..... for themselves and for their heirs, executors, administrators and assigns, covenant..... and agree..... with said lessee*s*....., their executors and administrators, that said lessee*s*..... paying the rents, and observing and keeping the covenants of this Lease on their part to be kept, shall lawfully, peaceably and quietly hold, occupy and enjoy said premises, during said term, without any let, hindrance, ejection or molestation by said lessor*s*....., or their heirs, or any person or persons lawfully claiming under them.

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

Signed and acknowledged in presence of me

A. DeSilva friend as to
all the four signatures.

The Dayton Furnace Co.
G. D. Baldwin Gen Mgr
George H. Fouts,
John D. Warren
Albert Pexton.

The State of _____, County of _____, ss.

Be It Remembered, That on the _____ day of _____, in the year of our Lord one thousand eight hundred and _____, before me, the subscriber, a _____ in and for said county, personally came

the parties named in the foregoing Lease, and acknowledged the signing thereof to be _____ voluntary act, for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name, and affixed my _____ seal, on the day and year last aforesaid.

Lease.

From
Dayton ~~189~~ & *Lady* Co

To

Warren & Fouts,

Transferred, 18.....

County Auditor.

PRESENTED FOR RECORD

On the day of 18.....

at o'clock, M.

Recorded 18.....

in Lease Book No. Page.....

County Recorder.

Cancelled
Jan 15 1895
Receipt attached.

ROBERT CLARKE & CO.

Law Publishers, 61, 63 and 65 West Fourth Street, Cincinnati, O.



Dayton, O. Jan'y 15 1895
Received of Dayton Furnace Co.
Two-Hundred & two X Dollars
In consideration of Lease
to Warren & Fouts and all
their claims against Dayton Furnace Co.
Geo. H. Fouts

\$202.00
Wm C. Mayer, Stationer, Dayton, Ohio.



March 18 1893

Received of Benjamin Gate
Two - Hundred ¹⁰⁰ Dollars

to apply on Bills Payable for
Dayton Furnace Co

\$200⁰⁰

J. O. Albaugh

United Brethren Publishing House, Dayton, Ohio.

CAT. NO. 9706