

Transcript of 1840 October: William E. Woodruff, Little Rock, to George H. Burnett, Lease of Woodruff's property in Little Rock by Burnett, L.C. Gulley collection, Arkansas State Archives, Little Rock, Arkansas.

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This Indenture, made and agreed on, this 3d day of October 1840, between William E. Woodruff of the first part, and George H. Burnett, of the other part, both of the City of Little Rock, Witnesseth, That for and in consideration of the rents, covenants, provisions, and agreements, herein after reserved & contained, and which, on the part and behalf of the said George H. Burnett, his heirs, executors, & administrators, are to be paid, done, and performed, he, the said Woodruff, hath demised, leased, let, & to farm letten, & by these presents doth demise, lease, & to farm letten, unto the said G. H. Burnett, his heirs, executors, & administrators, all that certain message or tenement, being a new three-story Brick House, (with the exception of the store and Cellar under the same in the west end thereof) fronting forty feet of the south side of Markham\_street, with a new two-story Brick House adjoining & in the rear thereof, together with the Cellars under the same, (except the one above reserved) and the stable and all other out-houses situate within the enclosure in the rear of said abovementioned Houses, the Counter and shelving in the store Room, and other furnitures & appurtenances thereunto belonging, or in any wise appertaining.

To have and to hold the said Houses and premises (with the exception of the store and cellar before mentioned) hereby demised, with the appurtenances, unto the said George H. Burnett, his heirs, executors and administrators, from the day of the date hereof for and during the full term, of one year, next ensuing, and fully to be completed and ended, he, the said Burnett yielding and paying therefor, quarter annually, on the second days of January, April, July and October, next, unto the said Woodruff, his heirs or assigns, the yearly rent of one thousand and fifty Dollars, for which said sum the said George H. Burnett, has this day executed his favor several notes of hand, for Two Hundred & sixty-two Dollars and fifty cents cash, one of which is due on the 2d day of January next, another on the 2d April next, another on the 2d July next, and the last on the 2d October next, all bearing interest at the rate of ten per cent per annum from maturity till paid, and all made payable to the said William E Woodruff, or his order. Provided always, nevertheless, that if it shall happen that the said quarter-yearly rents hereby reserved, or either of them (or either of the four hereinbefore mentioned Notes, executed for said rents) shall ~~be~~ be behind, and unpaid, by the space of ten days next after either of said notes shall become due; or if the said Burnett, his heirs, executors or administrators, shall assign over, or otherwise depart with this inden-

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-ture, or the premises hereby leased, or any part thereof, to any person or persons whatsoever, or if the said Burnett, his heirs, executors or administrators, shall use employ, or occupy, the said premises, for any other purpose or purposes, than those they are now used for, viz: The store-room on the ground floor of the east end of the 3-story House, for a counting-room & Book & Stationary Store, and the balance of the same building (with the exception of the reservation made in a preceding part of this Indenture), for the residence of his family, & persons connected therewith; the ground floor of the 2-story building for a Printing Office, and the 2d story for a drying room, ware-room &c, and the basement of same building, for cellar-kitchen, & such purposes as cellars are generally used for by private families; and the out-buildings, for the purposes for which they were intended \_ without the consent of said Woodruff, his heirs or assigns, first had & obtained, in writing, under his or their hands, for that purpose, then, and either of said cases, it shall and may be lawful to and for the said Woodruff, his heirs or assigns, into & upon the said premises hereby leased, or any part thereof, in the name of the whole, to renters and the same to have again, retain, repurposess, \_\_\_ and enjoy, as in his of their first and former estate or estates, any thing herein contained to the contrary thereof, in any wise notwithstanding.

And the said George H. Burnett covenants to pay rents in manner aforesaid, and to deliver up the said premises to the said Woodruff, his heirs or assigns, peaceably and quietly at the end of the said term of one year from the date hereof, to wit: on 2d day of October, A. D. 1841, in as good condition as the same now are, or may be put into by the said Woodruff, reasonable and careful use and wear and tear thereof, and fire and other casualties, excepted.

In testimony whereof, the said William E Woodruff, party of the first part and the said George H. Burnett, party of the second part, have hereunto set their hands and seals, in duplicate, (each party holding a copy of this Indenture) at Little Rock, in the State of Arkansas, this 3d day of October A. D. 1840

Wm. E. Woodruff (Seal)

Geo. H. Burnett (Seal)

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Witness:

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W. E. Woodruff  
To  
Lease.  
Geo H. Burnett