

COMPARED

No. 2402.

P. D. M.
V. L. M.
P. L. M.
C. L. M.
C. D. M.
C. I. M.

Elmer M. Lowe

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J. W. Forsyth

Rental Contract.

This agreement, made and entered into this 26th day of January, 1902, by and between Elmer M. Lowe of Mounds, I. T. party of the first part, and J. W. Forsyth of Mounds, I. T. party of the second part.

Witnesseth, that for and in consideration of the covenants and agreements hereinafter made by the party of the second part, the party of the first part has this day and by these presents do demise and let to the party of the second part his heirs and assigns for agricultural purposes, for the term of five years from the first day of January, 1902 the following described parcels of land:

The South-West Quarter of Section 14 Township 14 N., Range 13 E. of the Indian Base and Meridian in the Lewis & Clark National Monument.

It is understood and agreed that the party of the second part will pay said party of the first part a rental of \$1825.50 eighteen hundred twenty five and 50/100 ~~per annum~~ during the term of this contract, payable as follows:

\$345.00 on January first, 1906; \$345.00 on the first day of January, 1909,

\$379.50 on January first, 1910; \$379.50 on January first, 1911 and \$379.50 on January first, 1912.

The first party further agrees and binds himself to forthwith complete the residence now on said premises according to the present plans, ~~up to~~ ceiling and plastering the two front rooms, and will complete the house in full by October 1st, 1902; and said first party further agrees and obligates himself to erect at once on said farm a barn or shed 30 by 30 feet divided into cut room, harness room, shed for wagon and buggies and stalls for horses, also to erect a suitable chicken house and smoke house, and lay a cistern or drill well of suitable size and capacity to furnish water for domestic use; the first party reserves the right to elect whether he will provide a cistern or well but in either event he agrees to furnish good and wholesome water for domestic use; the first party agrees to furnish barked wire and hog wire netting for fencing in lots for hogs and horses; and the first party further agrees to have cut down all cockleburs found on the place after the 1st of May has been laid by for the first two years of this contract, and if he fails to do so then the second party is hereby given the right to have said cockleburs cut down and killed before the burs have matured and shall be paid for said labor by the first party at the customary price for such labor, the second party undertakes and promises to so cut down and kill cockleburs found on said place after laying by the crops thereon during the remaining three years of this contract. It is further agreed that this contract shall not be transferred or assigned without the consent of the first party, his legal representative or assigns.

It is further understood and agreed that the first party shall indemnify the second party for all damages done crops on said place by reason of drilling or prospecting for oil and gas or by entering in or upon the premises for said purpose, the amount of said damages to be determined by the parties hereto, but in case they fail to agree as to the amount of damage, then each party shall select a man and the two so selected shall choose another, and the three shall assess the damages, and the parties hereto shall abide by said award.

It is expressly agreed and understood that the crops grown on said premises shall stand good for the payment of the rents above provided for and the landlord's lien is hereby retained.

In Witness Whereof, the parties hereto have signed this contract the year and day first above written.

Witnessed in the presence of

Signed in duplicate.

Elmer M. Lowe

Party of the first part

J. W. Forsyth

Party of the second part

Acknowledgment.