

the rent as herein specified, and that at the expiration of said term it will quit and surrender the premises hereby demised in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted.

AND THE SAID PARTY OF THE FIRST PART COVENANTS that the party of the second part, on paying the said yearly rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the period herein mentioned.

And in case the buildings on said premises shall be destroyed, or be so injured by the elements, or any other cause, as to be untenable and unfit for occupancy, the party of the second part shall not be liable or bound to pay the rent to said part of the first part for the same after such destruction or injury, and thereupon at its option quit and surrender possession of the premises; but may, if it so desire, upon completion of the repair or restoration of said building, reoccupy the same upon the terms and conditions herein set forth, the rental to commence from the date of such reoccupation.

It is understood and agreed between the parties hereto that the party of the second part shall have the privilege of having this lease extended at the expiration of the time above specified upon the same terms and conditions for an additional year, on giving thirty days written notice of its desire to have such extension.

IN WITNESS WHEREOF, The party of the first part has hereunto set his hand and seal, and the party of the second part has caused this instrument to be duly executed by its duly authorized officers, in duplicate, the day and year first above written.

R. N. Bynum (SEAL)

(CORPORATE SEAL)

PIONEER TELEPHONE AND TELEGRAPH CO.

ATTEST: E. E. WESTERNER, SECRETARY

By JNO. M. NOBLE, VICE PRESIDENT GEN. MGR.

INDIAN TERRITORY, WESTERN DISTRICT.) SS.

Before me, John L. Reardon, a Notary Public, on this 3rd, day of August, 1907, personally appeared Robert N. Bynum, and who are to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes and for the consideration therein set forth.

Witness my hand and notarial seal the day and year last above written.

John L. Reardon, Notary Public.

(SEAL) My commission expires Jan. 13, 1910.

Filed for record Dec. 8/ 1908, at 4 P. M.

H. C. Walkley, Register of Deeds (SEAL)