

thereunto belonging, for the term as follows: To commence on the fifteenth day of August, 1907 and terminate on the first day of December 1914, at the yearly rent or sum of Forty-eight (\$48.00) Dollars, payable \$4 per mo. in advc. with the exclusive right of establishing and maintaining a telegraph, telephone and electric signal office in said -----during the said term the said party of the first part to keep the said premises in good and tenantable condition during the occupancy of said leasee.

AND IT IS AGREED, that if any rent shall be due and unpaid, or if default shall be made by the party of the second part in any of the covenants herein contained to be by it performed then it shall be lawful for the part -- of the first part to re-enter the said premises and to remove all persons therefrom.

AND THE SAID PARTY OF THE SECOND PART COVENANTS to pay to the party of the first part the rent as herein specified, and that at the expiration of the 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 said yearly rent and performing the covenants aforesaid, <sup>shall</sup> and may peaceably and quietly have, hold and enjoy the said demised premises for the period herein mentioned.

And in case the building 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 rent to said party of the first part for the <sup>same</sup> ~~same~~ after such destruction or injury, and may 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 term 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:

by JNO. M. NOBLE, VICE-PRES. GEN. MGR.

E. E. WESTERNER, SECRETARY.

TERRITORY OF INDIAN, WESTERN DISTRICT. ) SS.

Before me, L. K. Cone, a Notary Public, on this 17th, day of September, 1907, personally appeared R. 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 for the uses and purposes <sup>and for the consideration</sup> therein set forth.

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

L. K. Cone, Notary Public.

(SEAL) My commission expires Aug. 24, 1911.

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

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