

FOURTH:- That during his occupation of said premises he will not remove, nor allow any other person to enter upon and remove from said premises any part or portion of the fences, buildings, fruit or ornamental trees, or shrubbery or any of the improvements of any kind or nature whatever, upon said land, which are upon said ~~land~~ ^{he} and when ~~he~~ ^{he} becomes occupant thereof, or which may be placed thereon by said party of the first part, or his authorized agent, during the term of his occupancy of said premises. And in case of such waste or removal of any of the improvements the party of the first part, or his attorney or agent, shall at once re-enter upon and occupy said premises; and said second party will at once give peace^{ful} possession of said premises and pay at once to said first party the full value of all improvements thus taken from said premises.

FIFTH:- Said second party does hereby further agree that he will, at his own expense during the continuance of this lease, keep the said premises and every part thereof in good repair; that he will as far as possible protect said premises from danger by fire, by plowing and burning when necessary; that he will not sub-lease, or assign this lease without giving party of the first part first chance to buy, and that he will at the expiration of said term of rental, yield and deliver up the property herein rented in like condition as when taken, together with all improvements that may be placed thereon by said first party during his occupancy thereof, reasonable use ^{and damage by the elements excepted} and wear thereof, ~~together with all improvements that may be placed thereon by said first party during his occupancy thereof, reasonable use and wear thereof and damage by the elements excepted.~~

SIXTH: For the use of said premises for the term mentioned, he hereby covenants and promises to pay to the said first party, or agent authorized to receive it: \$25.00 cash in hand: 25.00 January 1-1909, \$190.00 the 1 day of Nov. 1909; \$150.00 1 day of January 1910; \$150.00 The 1 day of Nov. 1910; \$150.00 1 day of January, 1911; \$150.00 the 1, day of Nov. 1911; \$150.00 1 day of January, 1912; \$150.00 the 1 day of Nov. 1912; \$150.00 1 day of January 1913. \$150.00 1, day of Nov. 1913. Said party of the second part agrees to break out 60 acres of sod on the SW quarter.

Seventh: That in case of sale of said premises during their occupancy by said second party, and purchaser desiring possession, said second party hereby agrees to surrender possession of the same at once, on payment to him of a fair and reasonable compensation for the growing and immature crops: and if he and the purchaser cannot agree as to the amount of such compensation it shall be left to three disinterested appraisers, of whom said second party shall choose one, the purchaser one, and these two shall choose the third one. Their decisions shall be final as to amount to be paid by the purchaser to said second party.

EIGHTH: The said party of the second part does hereby expressly waive the benefit of all the exemption laws of the State of Oklahoma relating to personal property, for the payment of said rent and fulfillment of the above contract on his part. And the said party of the first part does covenant that the said party of the second part, on paying the aforesaid money in manner herein stated and performing all the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the ^{said} premises for the term aforesaid: Provided that in case rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained. Party of the second part further agrees to build house 14 X 28 with petition and brick flue and to put down a good well or cistern on the SE $\frac{1}{4}$ Quarter.

NINTH: It is further agreed that in case the land described herein is sold or rented to another tenant for 19.... said tenant or buyer shall have the right to go on said land, make repair, fall plow, or sow wheat in the fall of 19....

Party of the second part is to have use of hog wire now on the NW $\frac{1}{4}$ for the term of this lease, he is to move same over on SW quarter.