

to the best advantage of himself and the party of the first part, to care for and to trim and keep in good cultivation the orchard to care for and keep in good repair all fences, windings and outbuildings, and to turn same over to the party at expiration of this lease in as good condition as they now are, the usual wear, inevitable accident, and loss by fire excepted. And the said party of the second part covenants and agrees with the party of the first part that at the expiration of the time mentioned in this lease he will deliver up the possession of the premises herein described, peacefully and without legal process for the recovery thereof. And the party of the second part agrees and covenants that in case of the non-payment of the whole or any portion of the said rent at the time when it has been agreed that the same shall be paid, the said party of the first part, his assign or legal representative, at his election, may either distrain for said rent due, or declare this lease at an end and recover possession as if the same were held by force. And the said party of the second part hereby waiving any notice of such election or any other and for the possession of the said premises by the party of the first part and the party of the second part further agrees and covenants with the party of the first part, that —

The covenants and agreements hereinbefore mentioned shall extend to and be binding upon the heirs, assigns, executors, and administrators of the parties to this lease,