

use and benefit accruing to the second party from the use and occupancy of the above described premises, that he will and does bind himself as follows:

Second. To occupy said premises above mentioned during the term aforesaid, and to till and in all respects cultivate in a good and careful and proper manner all the tillable land on the said premises not in tame or wild grass or timber; to plant and sow no crop what ever upon any part of said land that will not be matured and removed before the expiration of said term, and if he shall do so, the same shall be forfeited to the party of the first part, and the party of the second part shall have no rights therein whatever to remove all matured crops and all other property of the party of the second part from the premises by the expiration of this lease, and if not, he shall have no right to egress and ingress for the removal of the same, and shall have no right of action for destruction thereof.

Third. That he will not commit or permit any waste during the occupancy of said premises, of fencing thereon of growing grain, of timber, of damage to any building or any other improvements whatsoever thereon, natural wear, tear or damage by the elements, excepted; that he will take good care of all growing trees, of all fruit and ornamental trees and shrubbery thereon, of all kinds, protecting them from being destroyed. And in case of such waste or damage or lack of care, the party of the first part shall at once re-enter upon and occupy said premises, and the said second party will at once give peaceable possession of said premises and pay at once to said first party the full value of said property damaged or destroyed.

Fourth. 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 the consent in writing of said party of the first part; 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 the party of the first part during the term thereof, reasonable use and wear thereof and damage by the elements excepted.

Fifth: For the use of said premises for the term mentioned the party of the second part hereby covenants and promises to pay to said party of the first part, the sum of \$150.00 payable \$75.00 cash in hand, receipt of which is hereby acknowledged, and \$75.00 payable September 1st, 1923. - - - of the wheat - - of the barley - - - of the corn - - - of the oats - - - of the cultivated - and shall be seeded to - - ; and in case second party uses any of said land on which to raise sorghum, millet, kafir corn, or any other feed crop, he shall retain all of said feed crop, if so required by the first party; and said party shall be entitled to double rent on a like number of acres of the - - crop, properly taken care of at the same time and in the same manner in which the second party shall take care of his own portion of said crop; and when threshed or husked, said first party's share of all grain shall be delivered - - - and he will, well and seasonably put in and tend each and all of said crops, and that he will have all grain threshed by - - - and corn husked by - - - each year.

Sixth. 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 the fulfillment of this contract. And in case any rent shall be due and unpaid or default shall be made in any of the covenants herein contained, then it shall be lawful for said party of the first part to re-enter and re-possess the said premises at once, without notice, and the party of the second part and each and every one