

when said tenancy shall expire without further notice.

Said second party does hereby hire said premises and agrees with the said first party agents or assigns, as payment to said first party for the use and benefit accruing to him from the use and occupancy of the above described premises, that he will and does hereby bind himself, his heirs and executors, as follows:

FIRST: To cultivate in good careful and proper manner, all the tillable land on said premises not in tame or wild grass or timber.

SECOND. That he will allow no waste during his occupancy of said premises, of fencing thereon, of timber, nor damage to any building thereon, natural wear and tear, or damage by elements excepted.

THIRD. That he will take good care of all growing trees thereon of all kinds, protecting them from being destroyed.

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 whatsoever, upon said land, which are upon said land when 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 agents or attorneys, shall at once re-enter upon and occupy said premises, and said second party will at once give peaceable possession of said premises and pay at once to said first party the 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 sublease, or assign this lease without the written consent 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 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 said first party, or agent authorized to receive it.

-----of the rye-----of the wheat-----of the corn---of the barley---- of the oats---- of the fruit also----- of any other crop raised on said land, but at least---- of the cultivated land shall be seeded to---- and in case said second party uses any of said land on which to raise sorghum, millet, kaffir corn, or any other feed crop, he shall retain all of said feed crop if so required by said first party; and said first 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 said second party shall take care of his portion of said crops; and when threshed or husked, said first party's share shall be delivered. Shall receive 25.00 per year in advance for said second party, payable 23 of March 11.

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 the same at once, on payment to him of a fair and reasonable compensation for the growing or immature crops; and if he and the purchaser cannot agree as to the amount of such compensation it shall be left to three disinterested persons, of whom said second party shall choose one, the purchaser one, and these two shall choose the