

point due W. of starting point, said starting pint is S.E. corner of a tract purchased from Henry Spybuck by G.E. Heck, (of Henry Spybuck allotment) tract containing 1 52/100 A....

To have and to hold the same unto the said party of the second part from the 7th day of Dec 1910 to the 7th day of Dec 1911.

And the said party of the second part, in consideration of the leasing of the premises as above set forth, covenants and agrees with the party of the first part to pay the party of the first part as rent for the same \$15.00 fifteen dollars per year for same, with privilege of same rental for 5 five years, providing party of first part fails to have restrictions on above described tract removed, then party of 2nd part s has option of Buying same at the rate of \$100.00 per A. or surrender of lease. Second party has privilege to remove all stock and improvements any time during lease or at expiration of lease.

And the said part-- of the second part agrees to keep said premises in good repair, to work and farm said premises in a good husbandlike manner; to commit no waste to not alter said premises in any manner, except as may be hereinafter especially provided, to at all times plow and tend said premises to the best advantage of himself and the part-- 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, buildings and outbuildings; and to turn same over to first part-- 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 part-- of the second part covenants and agrees with the part-- of the first part, that at the expiration of the time mentioned in this lease--will deliver up the possession of the premises herein described, peaceably and without legal process for the recovery thereof.

And the part-- 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 part-- of the first part-- assigns or legal representatives, at--election may either dist--ain for said rent due, or declares lease at an end and recover possession as if the same was, held by forcible detainer, the said part-- of the second part hereby wa iving any notice of such election or any demand for the possession of the said premises by the part-- of the first part.

And the part-- of the----part further agrees and covenants with the part-- of the----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; Provided, however, that noting hereinbefore contained shall be construed as giving unto the part-- of the second part the right and privilege to sublet the whole or any part of the premised described.

In witness whereof, the parties of these presents have hereunto set their hands the day and year first above written.

Henry Spybuck x His Mark  
Party of the first part.

Signed in the presence of  
G.E. Heck  
Jacob Street.

M.L. Little  
Part--of the second part.