

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 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 Six Hundred twenty five dollars cash to be paid annually as follows: \$65.00 on or before 15th day of November each year and \$60.00 on or before the 15th of Dec. of each year.

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 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 decision shall be final as to the 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 said party of the second part, on paying the aforesaid money and share of grain 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 any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, or said party shall allow undue waste or destruction of any of the grain growing thereon, then it shall be lawful for said party of the first part or his attorney or authorized agent to re-enter and re-possess the said premises at once, without notice and the party of the second part and each and every other occupant to remove and put out-----

Second party shall have a right to remove any houses or fences put on said land during his tenancy: He shall have the right to clear up timber and put in cultivation if he desires.

NINTH. It is further agreed that in case the land described herein is sold or rented to another tenant for 1916 said tenant or buyer shall have the right to go on said land, make repair, fall plow, or sow wheat in the fall of 1915.

TENTH. ADDITIONAL STIPULATIONS. It is further agreed between the parties to the within lease that said second party shall give said first party at least 3 days day's notice of the time set for threshing grain raised under his lease, and immediately upon the completion of the threshing he shall have the party owning or in charge of the machine sign a certificate, stating the number of bushels threshed, and mail the same to the said first party.

That he will well and seasonably put in and tend said crop, that he will have all grain threshed by November first, and corn husked by 25th day of December each year.