

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

FOURTH, <sup>of said premises he will not remove nor allow any other person to enter upon or remove</sup> that during his occupation, of the fences, buildings fruit or of namental trees, or shrubbery, or any of the improvements of any kind or nature whatever, 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 attorneys or agent shall at once re enter upon and occupy said premises, and said second party will at once give peaceful possession of said premises and pay at once to said <sup>first</sup> party the full 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 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 promise to pay to said first party, or agent authorized to receive it One hundred and forty five dollars to be paid on the delivery of this contract to said second party, the receipt of which is hereby acknowledged. And One hundred dollars on the 1 day of January, 1910, and so on every first day of January during the life of this lease at \$100.00 per 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 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 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-----

Said party of the second part of his assigns

Witness our hands the day and year above written.

Albert W. Twist

Executed in the presence of

William J. Twist.