

HEREBY WAIVING the benefit of the exemption, valuation and appraisement laws of the State of Kansas, to secure the payment thereof.

~~The said party of the second part further agrees to farm said land in due season, and in good and husband-like manner, and to protect the same from prairie fires by burning of sufficient fire guards, and to trim and cultivate all fruit and ornamental trees, and see that they are not injured by animals, and in case he fails to do so, agrees to pay the sum of \$\_\_\_\_\_ per acre for the said land, at the election of the said party of the first part.~~

The said party of the second part further covenants with the said party of the first part that at the expiration of the time mentioned in this lease, he will give peaceable possession of the said premises to said party of the first part, and in as good condition as they now are, the usual wear, inevitable accidents, and loss by fire excepted, and will not make or suffer any waste thereof, nor lease, nor underlet, nor permit any other person or persons to occupy the same, or make or suffer to be made, any alterations therein without the consent of said party of the first part in writing, having been first obtained, and not to use or occupy said premises for any business or thing deemed extra hazardous on account of fire. Provided, however, and this lease is upon the express condition that if the said rents shall not be paid within thirty days after they become due, without demand, or in case of failure on the part of the lessee to keep or perform any of his covenants and agreements herein, then and in either case, it shall be lawful for the lessor without any notice or demand of any kind whatever, to treat this lease at an end and void, and to re-enter and take possession of said premises, by an action of forcible detainer, or otherwise.

The covenants herein shall extend to and be binding upon the heirs, executors and administrators of the parties to this Lease.

**In Witness Whereof,** The said parties have hereunto set their hands, the day and year first above written.

Executed in the presence of

Ina L. Spencer.

Ernest Allen