

This Lease,Made this 23 day of February 190 7 byMattie J Stewart
of the first part, to J Hughes

of the second part:

WITNESSETH, That the said part 7 of the first part, in consideration of the rents, covenants and agreements, of the said part 7 of the second part, herein set forth, do by these presents **Grant, Lease and Rent** to the said part 7 of the second part, the following described property, situated in the county of Woodson and state of Kansas, to-wit:

The East half of the North
East Quarter of Section Thirty two Township Twenty
Five Range Sixteen (E 1/2 NE 1/4 Sec 32-25-16)

To Have and to Hold the Same unto the said part 7 of the second part, from the 1st day of March

190 7, to the 1st day of March 190 8, and the said part 7 of the second part in consideration of the leasing the premises as above set forth, covenants and agrees with the said part 7 of the first part, to pay the said part 7 of the first her heirs and assigns, as rent for the same, the Annual rent or sum of One hundred and
Sixty Dollars in Conditional payments as follows, to-wit:

Sixty dollars cash the receipt of which is hereby acknowledged
Eighty dollars as evidenced by one promissory note due
Dec 1 - 1907 without interest

Twenty dollars allowed for fall plowing 20 acres
in proper season in fall of 1907 or in case of failure
to fall plow said acreage \$20. cash shall be paid by
2nd party by Jan 1 - 1908

Sept 27th 1907
Rec'd Payment in full
J. C. Hobbs

In case of notice of 1st party to 2nd party for possession Michs-1908
said notice shall be made in writing by Jan 1 - 1908 or else
2nd party hold over for another year under same kind of terms
conditions

It is further agreed by the parties to this lease, that in case of sale of premises leased and purchaser desiring possession prior to the expiration of this lease, if purchaser and tenant cannot agree as to the amount or sum of money in dollars

HEREBY WAIVING the benefit of the exemption, valuation and appraisal 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 a good and husbandlike manner, and to trim and cultivate the fruit and ornamental trees, and to see that they are not injured by animals.

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, to give peaceable possession of the said premises to said party of the first part, and in as good condition as they are now, the usual wear, inevitable accidents and loss by fire excepted, and will not make or suffer any waste thereof, nor lease or underlet, nor permit any other person or persons to occupy the same, or make, or suffer to be made any alterations therein without consent of the said party of the first part in writing, having been first obtained, and not use or occupy said Premises for any business or thing deemed extra hazardous on account of fire. **Provided**, however, and said Lease is on this express condition, that if said rents shall not be paid within days after they come due, without demand, or in case of a failure on the part of the lessee to keep up 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 for 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 above written,

Executed in the presence of

Mattie J Stewart
by Bennett Stewart agt

J. Hughes

No.

Lease--Real Property.

FROM

Mattie J. Stewart

TO

J. Hughes

State of Kansas. Woodson County. ss

This Instrument was filed for record on the

day of 190....., at

o'clock M., and duly recorded in Book

at page

B. 1/2 acre
W. C. Hughes

Yates Center Kansas April 30th. 1907.

I hereby assign all my rights and title contained in this

lease to W. C. Hughes