

"Brought Forward"

of Five Years And the said Malthavers Solomon covenants to pay the rent of said premises in manner of said, and to deliver up unto the party of the first part the premises of said premises peaceably at the end of the said Term in good condition and to pay all taxes of whatever nature, lawfully levied upon said premises or any portion thereof during the term of the lease and that he will not do or suffer any waste upon the same and it is further agreed that the lessee may at the end of his said Term, or at the end of ten days after the expiration thereof, remove all such buildings and improvements of whatever nature which he the said lessee may during his said Term make or cause to be erected upon the same provided that the said lessee shall before such removal have paid all rents and taxes due and owing or to become due and owing under the provisions of this lease - And it is understood between the parties hereto, that the buildings and improvements which the said lessee may so make ---- shall be and remain as security to the lessor for such rents and taxes - Moreover it is understood, and agreed, that if at any time during the said Term of Five Years, any one or more of said monthly rents of Nine Dollars, shall remain due and unpaid, for the space of thirty days or more then and in that event the party of the first part shall and may from time to time have and exercise the right peaceably to enter upon, and take possession of the premises of said, and the buildings thereon standing, and receive the rents thereof until each and all of said monthly rent or rents so due shall have been paid and no longer the lessee, may at any time underlet the said premises or any portion of the same, as he may deem fit, provided however that such leasing of the same shall in nowise impair the rights and privileges herein granted and reserved to the party of the first part. The Covenants and agreements herein contained of the parties hereto shall bind the Executors administrators and assigns of the parties respectively - In Testimony whereof the said parties have hereunto set their hands and seals the day and year first above written

In presence of
C. Q. Ladd

Malthavers Solomon
Richd J. Wait

Territory of Kansas

Douglas County } On this tenth day of February A.D. 1858, before me personally came Malthavers Solomon and Richd J. Wait, both to me well known, and acknowledged the within instrument signed by them and be their act and each of this free act and deed

Real
Ecc

Recd for record Feb 10. 1858 at 11 o'clock am,

C. Q. Ladd Notary Public