

Lease  
Made to  
Fornman &  
Shepherd

This Lease, Made this First day of February, 1892,  
By M. A. Cole, By A. C. Cook Atty, in fact of the  
first part, To John E. Fornman and W. A. Shepherd of  
the second part;

Witnesseth, That the said party of the first part, in  
consideration of the rents, covenants and agreements  
of the said parties of the second part, hereinafter  
set forth, does by these presents, Grant, Lease and  
Rent to the said parties of the second part, the  
following described property, situated in the  
County of Hauks and State of Kansas, to-wit:

The South West (4) one fourth, of the  
North East (1/4) quarter of Section (16)  
Sixteen, Township (14) fourteen, range (13)  
Thirteen East.

To Have and to Hold The Same, unto the said  
parties of the second part, from the First day of  
March 1892, <sup>To the first day of March 1893</sup> And the said parties of the second  
part, in consideration of the leasing the  
premises, as above set forth, covenants and  
agrees with the said party of the first part,  
her heirs or assigns, as rent for the same, the  
sum of (\$80.00) Eighty Dollars, in two payments,  
payments, as follows, to-wit:

\$40.00 payable Dec 1st, 1892, and \$40.00 February 1st, 1893.

And as additional rent to haul out all the manure  
they make on the above land, & to keep the  
fences in good repair, material for the same to  
be furnished by owner of the land.

No pasturing when the land is wet.

Hereby Waiving the benefit of the exemption,  
valuation and appraisal laws of said  
State of Kansas to secure the payment thereof.  
The said party of the second part further

covenants with 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, in as good a condition as they now are, the usual wear, unavoidable accidents and loss by fire, excepted, and will not make or suffer any waste thereof, nor lease, nor underlet, nor permit any <sup>other</sup> person or persons to occupy the same, or make or suffer to be made any alteration therein without the consent of 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; and that upon non-payment of the rent, as aforesaid, the said party may, at his election, either distrain for said rent due, or declare this lease at an end, and recover the same as if held by forcible detainer, the said parties of the second part hereby waiving any notice of such elections or any demand for the possession of said premises.

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 presence of

M. A. Cole.

By C. C. Cook, Atty in fact.

John E. Foreman.

W. A. Shepherd.

Filed Sept. 16-1897 at 1 P.M. Attest: W. B. Small, Register of Deeds