

this lease, vacate the property in as good a condition as it was at the time entered thereon by the Tenant, except for the reasonable use for the purposes hereinabove mentioned and wear of the property, acts of God, or damage by casualty beyond the control of the Tenant. The Tenant does also agree that on vacating the premises he shall leave the premises free and clear of all rubbish and debris, and the fields plowed and fallow.

8. Should either the Landlord or the Tenant incur any expense in enforcing any provision of this lease, the party in default shall pay to the other all expenses so incurred, including reasonable attorney's fees.

9. It is agreed that this Lease shall terminate if the demised premises are rendered unfit for use by fire, acts of God or other casualty which is not the fault of either party hereto.

10. The parties hereto agree that the Tenant shall be able to plant any shrubs, trees or other farm or horticultural crops that he wishes on the property and the Landlord will not interfere with the planting, caring for, or harvesting of said crops.

11. It is agreed by and between the parties hereto and each of them that in the event of the demise of LOIS A. BAYNE or EVERETTE BAYNE, that the survivor is to have exclusive control of the property leased and to be able to continue this lease under the same terms and conditions as specified herein.

12. This lease and agreement shall be binding upon the heirs, executors, and assigns of the parties.

13. Tenant may harvest crops by removing trees or shrubs or other crops together with a root ball of soil.

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