

produced an said real property, of every name, kind and description,
THIS LEASE made this 1st day of March 1921, between

ROLLAND WHITMORE, a bachelor, of the County of Yakima, State of Washington, lessor, and NORWOOD PERRY of said county and state, lessee, WITNESSETH:

That the said lessor for and in consideration of the rents, said covenants and agreements herein mentioned, reserved and contained on the part and behalf of said lessee to be paid, kept and performed, does hereby grant and farmlet unto the said lessee all those certain premises described as follows, to-wit:

The northwest quarter of the southeast quarter of the southwest quarter (NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section six (6), township thirteen (13) north, range nineteen (19) E.W.M., in Yakima County, State of Washington.

TO HAVE AND TO HOLD the said demised premises unto the said lessee, for his sole and proper use and benefit, from the 1st day of March, 1921, to the 1st day of January, 1922, together with all the tenements, hereditaments and appurtenances thereunto appertaining.

IN CONSIDERATION WHEREOF the said lessee hereby covenants and agrees to and with the said lessor that he will occupy, till, and in all respects cultivate the premises above mentioned during the term aforesaid; that he will protect the orchard and fruit trees there on from any fruit pests by spraying as required by law, and keep the trees properly trimmed and pruned; that he will irrigate and cultivate the ground in the orchard and do all other things that are reasonably required to operate said orchard and procure a crop thereon during the fall months of the current year, conforming to the usual course of orcharding practiced in the Yakima Valley. That he will provide all labor that may be necessary in raising a crop on said orchard as aforesaid, including labor for picking the fruit from the trees; it being understood, however, that the lessee does not undertake to provide either the labor or materials for packing that portion of the crop to be raised upon said premises which is to be paid to the lessor as rent, it being stipulated and agreed that the said lessee will at his own expense deliver to the said lessor, or his order, an equal half of all the proceeds and crops.

ASSISTANT ATTORNEY GENERAL
UNITED STATES DEPARTMENT OF AGRICULTURE
WASHINGTON, D. C.

produced on said real property, of every name, kind and description, said crop to be delivered at the warehouse of the lessee upon the real property belonging to the lessee and adjoining the property herein leased, said delivery to be made in lug boxes of the apples, orchard run, and if the lug boxes are required by the lessor to remove the crop they shall be paid for by said lessor. Said crop shall be divided at said warehouse according to the usual course and custom in making such divisions in the neighborhood and within a reasonable time after such crop shall have been gathered and harvested.

IT IS FURTHER STIPULATED AND AGREED that the cost of all spray material shall be borne by the said lessor and lessee share and share alike.

IT IS FURTHER STIPULATED AND AGREED that the said lessor agrees to pay for all taxes, water assessments and charges of every nature and description levied or assessed against said property.

The said lessee further agreed that he will at the expiration and termination of this lease yield up possession of said premises in as good condition as the same now are, ordinary wear and loss by fire excepted.

IT IS FURTHER UNDERSTOOD AND AGREED that this lease is binding upon the heirs, administrators, executors, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this lease in duplicate the day and year first above written.

Roland Whitman
Lessor

Howard Perry
Lessee