

RESETTLEMENT ADMINISTRATION  
**Waiver and Agreement**  
FOR USE IN TEXAS AND OKLAHOMA

DATE July 17, 1939

IN CONSIDERATION of a loan made, or to be made, by the Administrator of the Resettlement Administration, a Federal agency established by Executive Order No. 7027, dated April 30, 1935 (hereafter referred to as the "Administrator"), to Wyche M. Dundick,  
of Route 1, Levelland, Texas,

which loan is secured by a lien instrument dated \_\_\_\_\_, 19\_\_\_\_, the undersigned (whether one or more, hereafter referred to as the "undersigned") does hereby waive and relinquish to the Administrator all or any rights, liens, claims, shares, titles, and/or interests which the undersigned now has or may hereafter have, under whatever claim or right, in the said borrower's share, (a) in or to the property mentioned in the above-described lien instrument, (b) or to the proceeds from the sale thereof, (c) or to advances which may be made by the Administrator, (d) or to any funds realized from the sale of the encumbered property which may be realized by the Administrator, for the purpose of harvesting and marketing crops or other property described in the aforesaid lien instrument, to the extent of the claim thereto of the Administrator,

not in excess of Sixty and no/100- - - - dollars

(\$ 60.00), and does hereby consent and agree that the enforcement of the undersigned's rights, liens, claims, and/or interests in the said property shall be deferred until the claim(s) of the Administrator is (are) fully paid and discharged, except as hereafter provided.

The undersigned further agrees with the Administrator that the undersigned has not transferred, pledged, hypothecated, sold, or assigned any rent note, mortgage note, agreement, land sales contract, mortgage, pledge, bill of sale, judgment, or other lien(s) or claim(s) held by him against the said property, and will not do so, without first stamping or writing upon the face of the instrument the words:

"This instrument is subject to a Waiver of Lien and Nondisturbance Agreement with the Administrator of the Resettlement Administration, dated July 17, \_\_\_\_\_, 1939,"

and signing said statement, or until the lien held by the Administrator upon the property is fully satisfied.

This waiver shall be effective only until the 31st day of December, 1939

WITNESS:

SLAUGHTER FARMS

By Era Wills  
Manager

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARM SECURITY ADMINISTRATION

SUBORDINATION AND NON-DISTURBANCE AGREEMENT

For and in consideration of loans or advances made or to be made to Wyche M. Bundick  
and Leota Bundick  
of Rt. # 1, Levelland, county of Hockley  
(Post-office address)

State of Texas (hereinafter called the Borrower), by the United States  
of America (hereinafter called the Government) for rural rehabilitation, in an amount not in excess of  
Seventy-five & No/100 dollars (\$ 75.00),  
the undersigned, a creditor of the Borrower in the amount of none  
dollars (\$ none), does hereby agree that:

1. All liens, rights, claims, and/or interests which the undersigned now has or may hereafter have against  
any real or personal property in which the Borrower may have or hereafter acquire any interest, shall be sub-  
ordinate to any lien the Government has or may hereafter have against such property by mortgage, deed of  
trust, or other instrument of security, or by operation of law, to secure the aforementioned loans or advances.

2. Until December 31, 1940, the undersigned will not disturb the Borrower in his use,  
possession, or enjoyment of, or proceed by execution, levy, foreclosure, or sale under power or otherwise, against  
any real or personal property in which the Borrower may have or hereafter acquire any interest, unless the  
Government shall, prior thereto, repossess, levy on, or otherwise take possession of any of such property to  
enforce its lien thereon.

3. If the undersigned shall at any time become entitled to the possession of any real property occupied by  
the Borrower, he will permit the Borrower, or the Government (as lienholder), for a reasonable time, to enter  
thereon and cultivate, harvest, and remove any crops and remove any chattels upon which the Government shall  
have a lien superior, by the terms of this instrument or otherwise, to that of the undersigned.

4. The undersigned will not transfer, sell, or assign any liens, rights, claims, and/or interests affected by  
this instrument, or any documents evidencing them, without writing or stamping in ink on the face of such  
documents and/or any other instruments of transfer, sale, or assignment, and signing the following statement:

This instrument and/or the lien securing it is subject to a Subordination and Non-disturbance Agree-  
ment executed by the undersigned in favor of the United States of America (Farm Security Administration).

5. The undersigned will not knowingly accept any of the proceeds of any loan made to the Borrower by the  
Government, except such amounts as are paid for the purposes contemplated in the Loan Agreement entered  
into by the Borrower with the Government.

6. This agreement shall be binding upon the heirs, successors, administrators, executors, assigns, agents, and  
principals of the undersigned, and shall be for the benefit of the Government and its assigns.

IN WITNESS WHEREOF, the undersigned has executed this instrument (if a corporation, through an officer  
duly authorized) this 16th day of December, 1939

SLAUGHTER FARMS

By [Signature]  
Agent & Attorney in Fact

Witnesses:

If a corporation:

By \_\_\_\_\_  
(Duly authorized officer)

(Title)

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARM SECURITY ADMINISTRATION

Levelland, Texas  
January 19, 1940

IN REPLY REFER TO

Mr. Ira Wills  
Levelland, Texas

Re: Case #50-10-409073  
Wyche M. Bundick  
Hockley County

Dear Mr. Wills:

Enclosed herewith is your copy of the Subordination and Non-Disturbance Agreement in the above mentioned case. Mr. Bundick's loan has been approved and he is receiving his check today.

Thank you very kindly for your cooperation in this matter.

Yours very truly,

*Davis F. Pounds*  
Davis F. Pounds  
RR Supervisor

1/a

RESETTLEMENT ADMINISTRATION  
**Waiver and Agreement**  
FOR USE IN TEXAS AND OKLAHOMA

DATE 1/15/39

IN CONSIDERATION of a loan made, or to be made, by the Administrator of the Resettlement Administration, a Federal agency established by Executive Order No. 7027, dated April 30, 1935 (hereafter referred to as the "Administrator"), to William H. Steele,  
of Levelland, Rt. 1, Texas,

which loan is secured by a lien instrument dated \_\_\_\_\_, 19\_\_\_\_, the undersigned (whether one or more, hereafter referred to as the "undersigned") does hereby waive and relinquish to the Administrator all or any rights, liens, claims, shares, titles, and/or interests which the undersigned now has or may hereafter have, under whatever claim or right, in the said borrower's share, (a) in or to the property mentioned in the above-described lien instrument, (b) or to the proceeds from the sale thereof, (c) or to advances which may be made by the Administrator, (d) or to any funds realized from the sale of the encumbered property which may be realized by the Administrator, for the purpose of harvesting and marketing crops or other property described in the aforesaid lien instrument, to the extent of the claim thereto of the Administrator, not in excess of Seven Hundred Fifty & no/100 - - dollars

(\$ 750.00), and does hereby consent and agree that the enforcement of the undersigned's rights, liens, claims, and/or interests in the said property shall be deferred until the claim(s) of the Administrator is (are) fully paid and discharged, except as hereafter provided.

The undersigned further agrees with the Administrator that the undersigned has not transferred, pledged, hypothecated, sold, or assigned any rent note, mortgage note, agreement, land sales contract, mortgage, pledge, bill of sale, judgment, or other lien(s) or claim(s) held by him against the said property, and will not do so, without first stamping or writing upon the face of the instrument the words:

"This instrument is subject to a Waiver of Lien and Nondisturbance Agreement with the Administrator of the Resettlement Administration, dated 1/15/39, 19\_\_\_\_,"

and signing said statement, or until the lien held by the Administrator upon the property is fully satisfied.

This waiver shall be effective only until the 31st. day of Dec., 19 39

WITNESS:

SLAUGHTER FARMS

By [Signature]  
Manager

*Written memorandum.*—In any instance in which the written consent of the landlord is required for an improvement as provided above, the parties shall enter into a memorandum before such improvement is made, memorandum covering such points as: Statement of the improvement to be made, location of the improvement, the agreed approximate cost, the agreed basis of compensation for labor and other contributions to be made by the tenant and the agreed basis of deductions for depreciation and use. Copy of such memorandum, signed by both parties, shall be attached to this lease and shall become a part of same.

(c) *Removal of improvements.*—The tenant may, if he chooses, any time this lease is still in effect, remove any improvement he has made, whether or not it has become legally a fixture, and the tenant shall not be compensated for improvements removed.

(d) *Maintenance of the farm.*—The tenant agrees to keep the farm in good condition and repair and to yield possession thereof, at the end of the term of this lease or any renewal or extension thereof, in as good order as at the beginning, ordinary wear and damage caused by conditions beyond his control excepted.

6. **GOVERNMENTAL AGRICULTURAL PROGRAMS.**—The parties agree to participate and cooperate, with respect to the farm, in any applicable agricultural conservation, soil conservation, or other governmental program designed to aid agriculture, to the extent practicable. Modifications in this lease may be agreed upon from time to time if necessary to conform with such programs. Any cash or other benefits received for participation in any such program shall be divided between the landlord and the tenant as provided in such program. If, in any such program, the farm covered by this lease is treated as part of a larger tract, the tenant shall be entitled to participate proportionately and share proportionately and in like manner shall contribute proportionately in fulfilling the requirements of such program.

7. **THE TENANT AGREES THAT:**

(a) He will not assign this lease or sublet any portion of the farm without the consent of the landlord.

(b) He will permit the landlord or his agent to enter the farm at any reasonable time for repairs, improvements and inspection.

(c) He will not commit waste on or damage to the farm or permit others to do so.

8. **THE LANDLORD AGREES THAT:**

(a) He is the owner of the farm, has the right to give the tenant possession under this lease, and will, so long as this lease remains in effect, warrant and defend the tenant's possession against any and all persons whomsoever.

(b) If the tenant's possession of the farm is terminated for any reason whatsoever during any crop year, he will compensate the tenant for the value of any soil preparation, plowing, seeding, or cultivating that may have been performed, according to the tenant's share in the crop under this lease, and such compensation may be credited or applied upon any rent due hereunder.

(c) He will repair or replace promptly any improvements on the farm damaged or destroyed by conditions beyond the control of the tenant other than ordinary wear.

9. **IT IS MUTUALLY AGREED THAT:**

(a) This lease shall bind and shall inure to the benefit of the heirs, executors, administrators and assigns of both parties.

(b) Willful neglect, failure or refusal by either party to carry out any material provision of this lease shall give the other party the power to terminate this lease, in addition to the right to compensation for damages suffered by reason of such breach. Such termination shall become effective ten (10) days after written notice specifying the delinquency and the election to terminate has been served on the delinquent party, unless during such ten (10) day period the delinquent party has made up the delinquency. The landlord shall have the benefit of any summary proceedings provided by law for evicting the tenant upon termination under this paragraph, or at the end of the term.

(c) Any differences between the parties under this lease, including the determination of valuations and matters herein left to subsequent agreement, shall be submitted to the arbitration of a committee of three disinterested persons, one selected by each party hereto and the third by the two thus selected; and the decision of such arbitration committee shall be accepted by and shall bind both parties.

IN WITNESS WHEREOF, the parties have signed this lease on the date first above written.

Witnesses as to both signatures:

*Jewell W. Pool*

**SLAUGHTER FARMS**

By *[Signature]* [SEAL]  
(Landlord) **Manager**

*William H. Slieb* [SEAL]  
(Tenant)

ACKNOWLEDGMENT: (Proper form to be inserted)

#### 4. FARM OPERATION:

(a) The tenant will furnish all work stock, machinery, and other necessary operating equipment, and will pay all operating costs ~~except~~:

(b) Cost of harvesting, threshing, baling, ginning, fertilizer, lime, seed, twine, spray materials, etc., will be paid or shared as follows:

Landlord pays usual 1/4 of ginning and 1/3 of threshing.

(c) The tenant will operate the farm in an efficient and husbandlike manner and will perform seeding, cultivating, harvesting, and plowing at the proper time and in the proper manner. As applied to this farm this clause shall be interpreted to include the following specific provisions (Russian thistle, Johnson grass, etc.):

(d) It is agreed that the tenant, or the parties jointly, may engage in the small-scale commercial production of livestock or livestock products on the farm. Such production will be under the following special arrangements, if any (nature and extent, respective contributions and shares, use of pastures and crops, etc.):

(e) *Tenant's fuel.*—It is agreed that the tenant may use dead or damaged timber for his own fuel, but the tenant shall cut no live trees for fuel or other use without obtaining consent of the landlord.

#### 5. IMPROVEMENTS AND REPAIRS:

(a) *Immediate repairs.*—In order to place the farm in good condition and repair, the following repairs will be made by the landlord, or by the parties jointly, prior to \_\_\_\_\_, 19\_\_\_\_, according to the following arrangements:

(b) *Tenant to be compensated for permanent improvements.*—Improvements of a permanent nature which are needed may be made by the tenant, at his own expense, under the following arrangements and conditions:

*Improvements which the landlord ordinarily should provide.*—With the written consent of the landlord, the tenant may, at his own expense, make improvements of a permanent nature, such as new buildings, additions, or major repairs to buildings, permanent household fixtures and equipment, new fences, wells, water and sewage systems, ponds, terrace or drainage systems, and other improvements of this nature, and at the termination or expiration of this lease, or any renewal or extension thereof, or at such earlier time as may be agreed upon, the tenant will be compensated or credited therefor by the landlord on the basis of cost to the tenant (including value of his own labor) less agreed deductions for depreciation and use.

*Improvements which landlord and tenant customarily share.*—With the written consent of the landlord the tenant may, at his own expense, apply lime or rock phosphate, establish permanent meadows or pastures, plant orchards or farm woodlots or make other improvements of this nature, the benefits of which are realizable or exhaustible over a period of several years. At the termination or expiration of this lease or any renewal or extension thereof or at such earlier time or in such installments as may be agreed upon, the tenant will be compensated or credited therefor by the landlord upon the basis of the landlord's customary share of cost of the improvement.

*Minor improvements.*—The tenant may, at his own discretion, make minor improvements of a permanent nature which do not substantially change the appearance and arrangement of the farm and will not expect or receive compensation for improvements so made.

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARM SECURITY ADMINISTRATION

## FLEXIBLE FARM LEASE

This lease, made this 13th. day of Jan., 19 39, between  
Slaughter Farms, Landlord, of Dallas, Texas,  
and William N. Steele, Tenant, of Levelland, Rt. 1, Texas

WITNESSETH:

1. DESCRIPTION OF PROPERTY.—The landlord hereby leases to the tenant, to occupy and use for agricultural purposes, the following-described property, located in Hockley County, State of Texas;

League 41, Labor 21, Maverick County School Land.

and consisting of 121 acres, more or less, together with all buildings and improvements thereon and all rights thereto appertaining. (All this property together is hereafter referred to as the "farm.")

2. TERM OF LEASE.—The term of this lease shall be for One year, from Jan. 1, 19 39, to Dec. 31, 19 39

(Either of the following optional clauses may be completed or may be stricken out if not applicable.)

Option A.—~~Termination clause.~~ This lease may be terminated on the 22 day of 2 of any year by written notice given by either party to the other on or before the 2 day of (month) prior to effective date of termination. 2

Option ~~B~~ B.—~~Automatic renewal clause.~~ This lease will remain in full force and effect from year to year unless written notice of termination is given by either party to the other on or before the 2 day of 22 2 2 2 before expiration of the lease or of any renewal thereof. 2

3. RENTAL RATES AND ARRANGEMENTS. (Clauses not applicable should be stricken out.)

~~Option A.~~ Option A.—~~Lump-sum cash rent.~~ As rent for said farm, the tenant agrees to pay the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per year, payable as follows:

~~Option B.~~ Option B.—~~Per acre cash rent option.~~ As rent for all of said farm, the tenant agrees to pay in cash at the uniform rate of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per acre on \_\_\_\_\_ acres or at a variable rate per acre at the rates and on the acreages indicated in the table below.

~~Option C.~~ Option C.—~~Crop-share or share-cash option.~~ As rent for said farm, the tenant agrees to pay shares or quantities of crops or shares of crops and cash as indicated in the table below.

It is agreed that the acreages indicated in column (1) of the table below are the approximate planned acreages for the year 19 39, and that crop acreages and livestock enterprises may be changed by mutual agreement to meet changing conditions and needs and shall be determined from year to year by mutual agreement by the parties to this lease upon the basis of a sound plan for this farm. It is further agreed that the shares of crops or the rates of rent indicated in column (2) will be paid upon the acreages actually grown as determined at the time the rent is payable.

NOTE.—Planned acreage of each crop to be grown will be entered in column (1) and the acreages in this column should total the exact or approximate land available for use in the farm. The share of each crop to be paid as rent will be entered opposite the crop in column (2). If cash rent is to be paid at a variable rate of cash per acre, this will be entered in column (2) opposite the crop which is indicated in column (1).

Approximate planned acreages of crops (1)	Shares of crops grown or cash per acre to be paid as rent (2)
_____ acres of corn	_____
_____ acres of oats	_____
_____ acres of wheat	_____
<u>43</u> acres of cotton	<u>1/4</u>
_____ acres of alfalfa or other hay crops	_____
<u>78</u> acres of <u>grain row crops</u>	<u>1/3</u>
_____ acres of _____	_____
_____ acres of _____	_____
_____ acres for subsistence garden, orchard, etc.	(rent free)
_____ acres for pasture for subsistence livestock	(rent free)
_____ acres in farmstead, barnlot, poultry yards, etc.	(rent free)
<u>121</u> Total acres.	_____

## BETWEEN

(Tenant)

(Common name or number of farm)

In \_\_\_\_\_ County

State of \_\_\_\_\_

EFFECTIVE

From \_\_\_\_\_, 19\_\_\_\_

To -----, 19-----

Renewed, 19

From \_\_\_\_\_, 19\_\_\_\_

To \_\_\_\_\_, 19\_\_

Prepared by

Tenure Improvement Section,  
Farm Security Administration,  
U. S. Department of Agriculture.

U. S. GOVERNMENT PRINTING OFFICE 8-11631

It is hereby agreed by and between the parties to this lease that it shall continue in full force and effect, or is hereby renewed, for a period of \_\_\_\_\_ year\_\_\_\_, from \_\_\_\_\_, 19\_\_\_\_, to \_\_\_\_\_, 19\_\_\_\_, in the same form as originally signed or with the following changes and amendments: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

(Landlord)

(Tenant)

[illegible]

The plat above may be used to show the shape, size, and location of fields, pastures, meadows, buildings, etc. If the entire plat is used to represent a square 160-acre tract, each of the small squares will represent 10 acres.

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARM SECURITY ADMINISTRATION

(STANDARD LEASE)

FLEXIBLE FARM LEASE

This lease, made this 9th day of March, 19 40, between  
Slaughter Farms, Landlord, of Dallas, Texas  
and William H. Steele, Tenant, of Rt. 1, Lovelland, Texas  
(Address)

WITNESSETH:

1. DESCRIPTION OF PROPERTY.—The landlord hereby leases to the tenant, to occupy and use for agricultural purposes, the following-described property, located in Hockley County, State of Texas  
Tract 21 in League 41 of the Maverick County School Land.

and consisting of 121 acres, more or less, together with all buildings and improvements thereon and all rights thereto appertaining. (All this property together is hereinafter referred to as the "farm.")

2. TERM OF LEASE.—The term of this lease shall be for one year, from Jan. 1, 19 40 to Dec. 31, 19 40

(Either of the following optional clauses may be completed or may be stricken out if not applicable.)

OPTION A—Termination clause (applicable only to lease for more than 1 year).—This lease may be terminated on the \_\_\_\_\_ day of \_\_\_\_\_ of any year by written notice given by either party to the other on or before the \_\_\_\_\_ day of \_\_\_\_\_ (month) prior to effective date of termination.

OPTION B—Automatic renewal clause (usually applicable only to 1-year lease).—This lease will remain in full force and effect from year to year unless written notice of termination is given by either party to the other on or before the \_\_\_\_\_ day of \_\_\_\_\_ before expiration of the lease or of any renewal thereof.

3. RENTAL RATES AND ARRANGEMENTS. (Clauses not applicable should be stricken out.)

OPTION A—Crop-share or share-cash.—As rent for said farm, the tenant agrees to pay shares or quantities of crops or shares of crops and cash as indicated in the table below.

OPTION B—Per acre cash rent.—As rent for all of said farm, the tenant agrees to pay in cash at the uniform rate of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per acre on \_\_\_\_\_ acres or at a variable rate per acre at the rates and on the acreages indicated in the table below.

It is agreed that the acreages indicated in column (1) of the table below are the approximate planned acreages for the year 19\_\_\_\_, and that crop acreages and livestock enterprises may be changed by mutual agreement to meet changing conditions and needs and shall be determined from year to year by mutual agreement by the parties to this lease upon the basis of a sound plan for this farm. It is further agreed that the shares of crops or the rates of rent indicated in column (2) will be paid upon the acreages actually grown as determined at the time the rent is payable.

NOTE.—Planned acreage of each crop to be grown will be entered in column (1) and the acreages in this column should total the exact or approximate land available for use in the farm. The share of each crop to be paid as rent will be entered opposite the crop in column (2). If cash rent is to be paid at a variable rate of cash per acre, this will be entered in column (2) opposite the crop which is indicated in column (1).

(c) If, when the tenant vacates the farm, the total acreages of prepared, seeded or cultivated land on the farm are greater than at the beginning of his tenancy, he will be compensated by the landlord on the basis of the value of such excess acreages to the landlord or to an incoming tenant. If such total acreages are less than at the beginning of his tenancy, the tenant will compensate the landlord on the basis of the value of such deficient acreages, provided such deficiency is not due to drought, flood, or other cause beyond the control of the tenant. As applied to this farm the foregoing shall be interpreted to include the following specific crops and practices: \_\_\_\_\_

(d) *Disposition of growing crops.*—If, at the termination of this lease, for any reason, there are growing crops on the farm in which the tenant has an interest, the landlord will compensate the tenant for his interest upon such basis as may be mutually agreed or determined by arbitration, or will complete the care, harvesting, and sale of such crops, deduct the expenses thereof from the returns, and will pay the tenant his proportionate share of the proceeds.

(e) *Arbitration.*—Any differences between the parties under this lease, including the determination of valuations and matters herein left to subsequent agreement, shall be submitted to the arbitration of a committee of three disinterested persons, one selected by each party hereto and the third by the two thus selected; and the decision of such arbitration committee shall be accepted by and shall bind both parties.

10. ADDITIONAL AGREEMENTS, IF ANY (option to purchase, water rights, etc.):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties have signed this lease on the date first above written.  
Witnesses as to both signatures:

SLAUGHTER FARMS

By [Signature]  
Agent & Attorney in Fact

(Landlord)

[SEAL]

[Signature]  
(Tenant)

[SEAL]

ACKNOWLEDGMENT (proper form to be inserted):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FLEXIBLE FARM LEASE

BETWEEN

(Landlord)

(Tenant)

For \_\_\_\_\_  
(Common name or number of farm)

In \_\_\_\_\_ County

State of \_\_\_\_\_

EFFECTIVE

From \_\_\_\_\_, 19\_\_\_\_

To \_\_\_\_\_, 19\_\_\_\_

Renewed \_\_\_\_\_, 19\_\_\_\_

From \_\_\_\_\_, 19\_\_\_\_

To \_\_\_\_\_, 19\_\_\_\_

Prepared by

Tenure Improvement Section,  
Farm Security Administration,  
U. S. Department of Agriculture.

(b) *Compensation to tenant for permanent improvements.*—Improvements of a permanent nature may be made by the tenant, at his own expense, under the following arrangements and conditions:

*Improvements which the landlord ordinarily should share.*—With the written consent of the landlord the tenant may, at his own expense, make improvements of a permanent nature, such as new buildings, additions or major repairs to buildings, permanent household fixtures and equipment, new fences, wells, water and sewage systems, ponds, terrace or drainage systems, and other improvements of this nature, and at the termination or expiration of this lease, or any renewal or extension thereof, or at such earlier time as may be agreed upon, the tenant will be compensated or credited therefor by the landlord on the basis of cost to the tenant (including value of his own labor) less agreed deductions for depreciation and use.

*Improvements which landlord and tenant customarily share.*—With the written consent of the landlord the tenant may, at his own expense, apply lime or rock phosphate, establish permanent meadows or pastures, plant orchards or farm woodlots or make other improvements of this nature, the benefits of which are realizable or exhaustible over a period of several years. At the termination or expiration of this lease or any renewal or extension thereof or at such earlier time or in such installments as may be agreed upon, the tenant will be compensated or credited therefor by the landlord upon the basis of the landlord's customary share of cost of the improvement.

*Minor improvements.*—The tenant may, at his own discretion, make minor improvements of a permanent nature which do not substantially change the appearance and arrangement of the farm and will not expect or receive compensation for improvements so made.

*Written memorandum.*—In any instance in which the written consent of the landlord is required for an improvement as provided above, the parties shall, before such improvement is made, execute a written memorandum covering such points as: Statement of improvement to be made, location of improvement, agreed approximate cost, agreed basis of compensation for labor and other contributions to be made by the tenant and agreed basis of deductions for depreciation and use. Such memorandum shall be deemed a part of this lease as though fully set forth herein.

(c) *Removal of improvements.*—The tenant may, if he chooses at any time this lease is still in effect, remove any improvement he has made, whether or not it has become legally a fixture, and the tenant shall not be compensated for improvements removed.

(d) *Maintenance of the farm.*—The tenant agrees to maintain the farm in good condition and repair and to yield possession thereof, at the end of the term of this lease or any removal or extension thereof, in as good order as at the beginning, ordinary wear and damage caused by conditions beyond his control excepted. The landlord will furnish necessary materials for such repairs and maintenance as are required to be made by the tenant.

## 6. GOVERNMENTAL AGRICULTURAL PROGRAMS:

If the parties participate, with respect to the farm, in any applicable agricultural conservation, soil conservation, or other governmental program designed to aid agriculture, modifications in this lease may be agreed upon from time to time which are necessary to conform with such program. Any cash or other benefits received for participation in any such program shall be divided between the parties as provided in such program. Any quota, allotment, or base made to or properly belonging to this farm shall be available to the tenant, and if, in any such program, the farm covered by this lease is treated as part of a larger tract, the tenant shall be entitled to participate proportionately and share proportionately and in like manner shall contribute proportionately in fulfilling the requirements of such program.

## 7. THE TENANT AGREES THAT:

(a) He will not assign this lease or sublet any portion of the farm without the consent of the landlord.

(b) He will permit the landlord or his agent to enter the farm at any reasonable time for repairs, improvements and inspection.

(c) He will not commit waste on or damage to the farm or permit others to do so.

## 8. THE LANDLORD AGREES THAT:

(a) He is the owner of the farm, has the right to give the tenant possession under this lease, and will, so long as this lease remains in effect, warrant and defend the tenant's possession against any and all persons whomsoever.

(b) He will repair or replace promptly any improvements on the farm damaged or destroyed by conditions beyond the control of the tenant other than ordinary wear.

## 9. IT IS MUTUALLY AGREED THAT:

(a) This lease shall bind and shall inure to the benefit of the heirs, executors, administrators, and assigns of both parties.

(b) Willful neglect, failure, or refusal by either party to carry out any material provision of this lease shall give the other party the power to terminate this lease, in addition to the right to compensation for damages suffered by reason of such breach. Such termination shall become effective ten (10) days after written notice of termination specifying the delinquency has been served on the delinquent party, unless during such ten (10) day period the delinquent party has made up the delinquency. The landlord shall have the benefit of any summary proceedings provided by law for evicting the tenant upon termination under this paragraph, or at the end of the term.

Approximate planned acreages of crops		Shares of crops grown or cash per acre to be paid as rent
(1)		(2)
_____	acres of corn _____	_____
_____	acres of oats _____	_____
43	acres of wheat _____	1/4
_____	acres of cotton _____	_____
76	acres of alfalfa or other hay crops _____	1/3
_____	acres of grain row crops _____	_____
_____	acres of _____	_____
_____	acres of _____	_____
_____	acres for subsistence garden, orchard, etc. _____	(rent free).
_____	acres for pasture for subsistence livestock _____	(rent free).
121	acres in farmstead, barnlot, poultry yards, etc. _____	(rent free).
_____	Total acres. _____	_____

OPTION C—Lump-sum cash rent.—As rent for said farm, the tenant agrees to pay the sum of

XXXXXXXXXXXXXXXXXXXX  
dollars (\$ \_\_\_\_\_) per year.

All rents specified in this lease shall be payable at the time of marketing crops or other products, or as follows:

#### 4. FARM OPERATION:

(a) The tenant will furnish all work stock, machinery, and other necessary operating equipment, and will pay all general operating costs except: \_\_\_\_\_

(b) Special operating costs such as harvesting, baling, ginning, fertilizer, lime, seed, twine, spray materials, etc., will be paid or shared as follows: **Landlord will pay the usual 1/4 of ginning and 1/3 of threshing.**

(c) The tenant will operate the farm in an efficient and husbandlike manner and will perform seeding, cultivating, harvesting, and plowing at the proper time and in the proper manner. As applied to this farm this clause shall be interpreted to include the following specific provisions (Russian thistle, Johnson grass, etc.): \_\_\_\_\_

(d) It is agreed that the tenant, or the parties jointly, may engage in the small-scale commercial production of livestock or livestock products on the farm. Such production will be under the following special arrangements, if any (nature and extent, respective contributions and shares, use of pastures and crops, etc.): \_\_\_\_\_

(e) It is agreed that the tenant may use dead or unmarketable timber for his own fuel, but the tenant shall cut no marketable growing trees for fuel or other use and shall market no timber from the farm without the consent of the landlord.

#### 5. IMPROVEMENTS AND REPAIRS:

(a) *Immediate repairs.*—In order to place the farm in good condition and repair, the following repairs will be made by the landlord, or by the parties jointly, prior to \_\_\_\_\_, 19\_\_\_\_, according to the following arrangements: \_\_\_\_\_

RESETTLEMENT ADMINISTRATION  
**Waiver and Agreement**  
FOR USE IN TEXAS AND OKLAHOMA

March 9, 1940  
DATE -----

IN CONSIDERATION of a loan made, or to be made, by the Administrator of the Resettlement Administration, a Federal agency established by Executive Order No. 7027, dated April 30, 1935 (hereafter referred

to as the "Administrator"), to William N. Steele  
of Rt. 1, Levelland, Texas

which loan is secured by a lien instrument dated -----, 19-----, the undersigned (whether one or more, hereafter referred to as the "undersigned") does hereby waive and relinquish to the Administrator all or any rights, liens, claims, shares, titles, and/or interests which the undersigned now has or may hereafter have, under whatever claim or right, in the said borrower's share, (a) in or to the property mentioned in the above-described lien instrument, (b) or to the proceeds from the sale thereof, (c) or to advances which may be made by the Administrator, (d) or to any funds realized from the sale of the encumbered property which may be realized by the Administrator, for the purpose of harvesting and marketing crops or other property described in the aforesaid lien instrument, to the extent of the claim thereto of the Administrator,

not in excess of Three hundred & No/100 ----- dollars  
(\$ 300.00), and does hereby consent and agree that the enforcement of the undersigned's rights, liens, claims, and/or interests in the said property shall be deferred until the claim(s) of the Administrator is (are) fully paid and discharged, except as hereafter provided.

The undersigned further agrees with the Administrator that the undersigned has not transferred, pledged, hypothecated, sold, or assigned any rent note, mortgage note, agreement, land sales contract, mortgage, pledge, bill of sale, judgment, or other lien(s) or claim(s) held by him against the said property, and will not do so, without first stamping or writing upon the face of the instrument the words:

"This instrument is subject to a Waiver of Lien and Nondisturbance Agreement with the Administrator of the Resettlement Administration, dated -----, 19-----,"  
and signing said statement, or until the lien held by the Administrator upon the property is fully satisfied.

This waiver shall be effective only until the 31st day of December, 1940

WITNESS:

SLAUGHTER FARMS

By Sra Miller  
Agent & Attorney in Fact