

which is now in the possession of the party of the second part, to-wit:

One #10-35 Special Lessmann Loader, w/oliver Heavy Duty Industrial Tractor, 14.00-24 Rear Tires, 6.00-24 Front Tires, Complete w/Electric Starter & Lights, Cable Controlled Bucket 3/5 cu. yd. Rear Take off Winch & Cables. One Bulldozer attachment complete for same Motor Serial #900622-C-41 Loader Serial #5418

The Party of the second part, in consideration of the Party of the first part leasing said property as hereinbefore agreed, does hereby covenant and agree with said party of the first part as follows:

FIRST: That the operation and use by the party of the second part of said above described leased property during the term of this lease shall be at its own expense and risk; that it will bear and pay any and all costs, expenses, charges and liabilities of every kind whatsoever which may be imposed upon or assessed against or result to the party of the first part on account of the possession, use or maintenance of said property by the party of the second part.

SECOND: That if the said property so leased or any part of the same shall be damaged or destroyed otherwise than by the fault of the party of the first part, the party of the second part shall promptly replace or repair the damaged or destroyed part or pay the value thereof in cash and it shall not be entitled to any deduction of rent for the time during which said property is out of repair.

THIRD: The party of the first part hereby agrees that the party of the second part may retain and use said property above described from the date of this contract up until the 30th day of June, 1946, and for such use for such time the party of the second part agrees and binds itself to pay the party of the first part the sum of Two Hundred Fifty and no/100 (\$250.00) Dollars, for the first months rental and Two Hundred Fifty and No/100 (\$250.00) each month thereafter during the duration of this lease contract, said payment to the party of the first part to be made out of funds leagllly at the disposal of the party of the second part, created by lawful appropriations for the current fiscal year.

FOURTH: That if default be made in the payment of the above mentioned rental payment, then the said party of the first part, its servants, agents, attorneys or representatives may enter upon the premises and into the buildings where said property may be and take possession of said property and any appurtenances thereto and take away, repossess and enjoy the same as though these presents were not made. And the party of the first part shall have the right to retain any and all rental payments made to it by said second party.

FIFTH: That the said property and all parts thereof and appurtenances thereto shall be held and not removed from the possession of the party of the second part without the written consent of the party of the first part had and obtained.

SIXTH: That at the expiration or sooner termination of this Lease the party of the second part will quite and surrender to party of the first part the possession of said property and all appurtenances thereto in as good condition as reasonable wear and tear will permit.

SEVENTH: This lease agreement and terms therein, subject to acceptance and approval by party of the first part.

IN WITNESS WHEREOF, the said parties have set their hands and seals this 21st day of January, 1946.

PARTIES OF THE SECOND PART
BOARD OF COUNTY COMMISSIONERS
TULSA COUNTY, OKLAHOMA

(SIGNED) J. B. Gray

(Signed) Curtis Greer

(Signed) C. W. Bailey

(SEAL)

ATTEST:

(Signed) Andy Stokes,

SUBMITTED BY:

ACCEPTED AND APPROVED
HERD EQUIPMENT COMPANY
By(Signed) A. A. Herd