

including bills or assessments for light, heat, water, and any other expenses, and that said second party agrees to hold said first party free from any and all expenses of any kind incidental to the use and occupancy of said building.

THE SECOND PARTY, further agrees to hold free and harmless and does hereby release said first party from any and all damages that may occur to the contents of any portion of the building here let, during the term granted.

THE SECOND PARTY, agrees to not use said building or any portion thereof, for any purposes that will increase the insurance rate or risk on said building, or for any purposes prohibited by the Statutes of the State of Oklahoma, or the ordinances of the city of Tulsa, Tulsa County, Oklahoma.

IT IS UNDERSTOOD AND AGREED, "Time" is the essence of this contract, and should second party default in the payment of any installment of the principal sum herein named, the total principal sum shall become immediately due and payable and the first party shall be entitled to the possession of the premises, at his option, and the property of said second party therein contained and may sell and dispose of said lease hold and said property of said second party and at Public Auction and the second party shall be liable to the first party for the remaining sum unpaid and the expenses incident to the collection thereof.

IT IS FURTHER AGREED AND UNDERSTOOD, that the property herein leased will be used for garage purposes only, and for on other object or purposes, and this lease shall not be assigned without the written consent of the party of the first part.

IT IS FURTHER PROVIDED, that in the event of the assignment to creditors, by the second party, or either of them or the institution of Bankruptcy proceedings against the second party or either of them, such events or either of them, shall forthwith and of themselves cancel and hold for naught this lease, and all rights thereunder and possession of said property shall immediately by such acts pass to the party of the first part at his option.

THE PARTY OF THE SECOND PART, further agrees that at the expiration of the time given, in this lease, to-wit: the 1st day of January, 1925, without notice from first party, to give possession of said portion of said building to said party of the first part, less by fire along excepted. The destruction of the building on said premises by fire shall work a termination of this lease.

IT IS FURTHER PROVIDED and agreed that the above lease shall from the date hereof, stand in place and in lieu of a certain rental lease on the above described premises and that this lease shall operate as a cancellation of said former lease of which 2nd party herein is assignee.

In Witness whereof, parties hereto set their hands the day and year first above written.

WITNESSETH:

Mrs. Artie Fox

Administratrix

Clara E. Kennard

State of Oklahoma, County of Tulsa, ss.

Before me, the undersigned, a Notary Public in and for said county and state, on this 9 day of June 1922, personally appeared Mrs. Artie Fox administratrix and Mrs. Clara E. Kennard to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires Nov. 21, 1923

(SEAL) A.H. Kendal Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, June 12, 1922 at 8:00 o'clock A.M.  
in Book 406 page 117 By Chas H.aley, Deputy (Seal) J.D. Lawsony Clerk