

of the city of Tulsa.

IT IS FURTHER UNDERSTOOD AND AGREED, time is the essence of this contract, and should the party of the second part 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 party of the first part 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 leasehold and said property of said second party at public auction, and the party of the second part shall be liable to the party of the first part for the remaining sum unpaid, and the expenses incident to the collection thereof.

IT IS FURTHER UNDERSTOOD AND AGREED: that the property herein leased will be used for cafe and restaurant purposes only, and for no other object or purpose, and this lease shall not be assigned nor sublet 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 party of the second part, or either of them, or the institution of bankruptcy proceedings against the party of the second part, or either of them, such events, shall forthwith and of itself cancel and hold for naught this lease, and all rights thereunder, and possession of said property shall immediately, by such act or acts, pass to the party of the first part, at his option.

THE PARTY OF THE SECOND PART, further agrees that after the expiration of the time given in this lease, to-wit: The first day of September, 1927, without notice from the first party, to give possession of said portion of said building to said party of the first part, loss by fire alone excepted. The destruction of the building on said premises by fire shall work a termination of this lease. It is understood and agreed that this lease is made subject to the terms and condition of the original lease between J. A. Layne & Loren Conway, including the stipulation for renewal contained therein.

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

J. C. Newman
J. A. Layne

State of Oklahoma)
) ss
County of Tulsa O

Before me a Notary Public in and for said County and State on this 8th day of August, 1922 personally appeared J. C. Newman, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written
My commission expires Aug. 5, 1924. (SEAL) Bessie J. Day, Notary Public.

State of Oklahoma)
) ss
County of Tulsa)

Before me, Elsie Fern Purdy a Notary Public, in and for the said County and State, on this 11th day of August, 1922, personally appeared J. A. Layne to me known to be the identical person who executed the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and for the purposes therein set forth.