

and hold harmless the lessor against the claims of all persons whomsoever, for damages for any injuries of whatever character, whether resulting in death or otherwise, including personal injuries to Lessee's employees or the employees of the lessor or others resulting from the construction, maintenance or use of such overhead pipe, swinging arm or other conveyor, and the foregoing indemnity shall run and apply to all claims for damage to property by reason of the loading or unloading devices aforesaid.

#### COMPARED

13. Each provision of this agreement relieving against or limiting liability shall inure to the benefit of each tenant of the lessor, and each railway company or other corporation, firm or person that may at any time with the consent of the lessor operate trains, cars and engines upon any track or tracks of the lessor, or any other track or tracks herein referred to, or shall use any of the railroad facilities of the lessor.

13a. At the termination of this lease in any way, the lessee shall have the right to remove from said leased premises and to remove all buildings, structures, improvements, and other property on the said leased premises which the lessee may have the right to remove. Provided said buildings, structures, improvements, and other property on the said premises belonging to said lessee are removed by said lessee within thirty (30) days after the termination of said lease, and, if not so removed within said thirty (30) days after the termination of this lease, the lessee hereby conveys all buildings, structures, improvements and other property absolutely to lessor.

14. The lessee expressly covenants that upon the termination of this lease in any way lessee will surrender possession to lessor, or its authorized agents, peaceably and without delay, and in case of any failure so to do lessee shall be guilty of forcible entry and detainer of said land under the statutes, and no notice to quit or demand of possession shall be necessary to sustain such action, but all of such notices are hereby waived, and upon surrendering to lessor possession of said premises lessor shall refund to lessee the pro rata rent, if any, for the unexpired period for which rent may have been paid.

16. Any notice to be given by lessor to lessee hereunder shall be deemed to be properly served if the same be delivered to the lessee, or if left with any of lessee's agents, servants or employees on the leased premises, or if posted on the leased premises, or if deposited in the postoffice, postpaid addressed to the lessee at lessee's last known place of business.

17. This agreement and lease shall inure to the benefit of and bind the heirs, executors, administrators, successors and assigns of the parties hereto; provided, however, that this agreement and lease shall not be assigned by the lessee, or said premises, or any part thereof, sublet or used or occupied by any person, firm or corporation other than the lessee without the written consent of the lessor first obtained therefor.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement, the day and year first above written.

Attest: L. V. Williams, Assistant Secretary.  
(Cor. Seal) (Audited 8-4-22)

(Geo. B. D. Per )  
( ZFO )

Attest: Tunstall Morris, Secretary.  
(Cor. Seal)

Filed for record in Tulsa, Tulsa County, Okla. Feb. 12, 1923, at 3:20 o'clock P.M. and recorded in Book 435, Page 176.

By Brady Brown, Deputy. (Seal)

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY  
(Lessor)

By J. E. ---illegible General Manager.  
Collins-Dietz-Morris Co. a corp.  
By Oscar H. Trief, Its President.

O. G. Weaver, County Clerk.

221580 TREASURER'S ENDORSEMENT MORTGAGE OF REAL ESTATE.

COMPARED

I hereby certify that I received \$ 5.00 and issued  
7712 dollars in payment of mortgage

THIS INDENTURE, Made this 12th day of February A.D.  
1923 between Perry McKay and Gusta McKay, his wife,  
of Tulsa County, in the state of Oklahoma, of the

WILLIE L. DICKLEY, County Treasurer

Brady