

COMPARED

442

The lessees further agree that they will start the erection of said building immediately on securing the money on the \$53,000.00 loan, and that they will proceed and complete said building in a reasonable length of time thereafter, and will complete said building with due diligence and that said building is to cost not less ~~than~~ approximately \$43,000.00.

The lessees further agree that they will, within a period of three years, commence operations to build, construct, and erect two more stories on said building so that said building shall be equal to a three story building in height, and that all the terms, covenants and conditions in the original contract pertaining to said building shall be carried out and performed except as herein amended, supplemented, and changed.

It is further understood and agreed by and between the parties hereto that when said building is completed to one story, they will carry insurance said building for not less than \$30,000.00,

It is further understood and agreed by and between the parties hereto that in the event of damage, loss, or destruction by fire or tornado, of any of said buildings now on the property leased in said original contract, or which may hereafter be erected, that the insurance collected from such loss by fire or tornado, if any, shall be payable to the lessors, their heirs, or assigns, as additional security for the payment of the rents and performance of agreements and covenants contained in said original contract and contained herein, and for the payment of the money to be borrowed on the mortgage herein set forth, and that the lessees shall deliver all policies to the lessors as soon as insured; provided that in the event of loss or destruction of any part of any of said buildings, the insurance money received by the lessors in excess of the amount then due for rent or charged against said premises under the provisions of the original lease, and this supplemental contract, shall be held in trust by the lessors for the repairing or rebuilding of such damaged or destroyed parts of said property, and shall be disbursed thereafter by said lessors, and shall be disbursed as the building or buildings which may be destroyed by fire or tornado are being rebuilt, repaired, or constructed.

It is further understood agreed by and between the parties hereto that all the terms, covenants, and conditions of the original lease herein referred to shall be and remain binding upon all parties to said lease, except as supplemented and amended by this agreement.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and set their seals the day and year last above written, this indenture being executed in duplicate.

(By Charles I. Trimble
(Attorney in fact)

Charles I. Trimble

Dr. Eli Trimble

J. W. Trimble

Sallie J. Trimble

Hulda M. Good

Lessor.

E. H. Young

H. P. Craigo

Lessees.

State of Oklahoma,)
Tulsa County) ss.

Before me, the undersigned Notary Public, in and for said county and state, on this 17th day of November 1921 personally appeared E. H. Young and H. P. Craigo, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed