

COMPARED

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to the rents herein reserved, the right to use the spur track now being constructed by first party C. E. Suppes parallel to the main line of the Sand Springs Railway on the westerly side of said Block Sixty-six (66) for the purpose of transporting cars from the switch hereinbefore referred to an Lot One (1) of said Block Sixty-six (66) to and from its place of business on the premises herein leased; provided, however, that such use does not interfere with the conduct of any business or businesses which are now or may hereafter be conducted upon the lots of said Block Sixty-six (66) or parts thereof which are not herein leased and demised by first parties to second party.

It is understood and agreed that of said sum of Nine thousand dollars (\$9,000.00), Seventy-five dollars (\$75.00) shall be paid on November 1, 1921, and that seventy-five Dollars (\$75.00) shall be paid on the first of each succeeding calendar month thereafter until the whole of said sum is fully paid.

It is understood and agreed that second party is hereby granted the right to erect upon the premises leased such buildings as may be necessary or convenient for the transaction of the businesses hereinabove enumerated, and that second party shall have the right, upon the expiration of the term of this lease, to remove said building or buildings and the machinery and property of said second party then upon said premises, which said right shall, however, be subject to the condition that second party shall have paid all of the rent due to first parties under the provisions of this agreement, and shall have in all respects complied with its obligations hereunder.

It is agreed that second party shall pay all additional taxes of whatsoever nature and character which are or may be assessed by reason of the placing upon said premises of the buildings, machinery, supplies and other property of second party, and that second party will arrange to have its property so situated on said premises assessed separately from said real estate so demised and leased, so that first parties hereto shall be required to pay only assessments against the real estate so leased.

It is understood and agreed that this lease shall not be assigned or sublet without the written consent of first parties first had and obtained.

It is further understood and agreed that second party shall not use said premises in any manner which shall constitute a violation of the ordinances of the city of Tulsa or the statutes and laws of the State of Oklahoma or of the United States and that such violation shall constitute a breach of the terms of this agreement and entitle first parties to terminate this agreement, or to foreclose this lease as hereinafter provided.

It is further agreed that time is and shall be the essence of this contract, and should second party default in the payment of any installment of the principal sum or sums hereinbefore set forth, or should second party breach any of its covenants and obligations hereunder, then and in that event first parties shall have the right, at their option, to declare the total principal sum or sums above set forth immediately due and payable and shall be entitled to the possession of said premises and all property of second party thereon situated, and to sell and dispose of said leasehold and said property of second party at public auction; and second party shall be further liable to first parties for any and all sums remaining unpaid and the expenses incidental to the collection thereof, including a reasonable attorney's fee, or first parties shall be entitled at their option, on the breach of any of the obligations of second party hereunder, to declare terminated and null and void this lease and to immediately re-occupy said premises so demised and take possession of all property of second party thereon and to sell and dispose of said property of said second party at public auction to satisfy any damages resulting to first parties from said breach of this agreement and said termination thereof, including a reasonable attorney's fee, provided, however, that first parties shall