

and all expenses of any kind incidental to the use and occupancy of said building except first party shall keep the roof in good repair

COMPARED

THE PARTY OF THE SECOND PART 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 PARTY OF THE SECOND PART agrees not to use said building, or any portion thereof, for any purpose that will increase the insurance rate or risk on said building, or for any purpose prohibited by the statutes of the State of Oklahoma or the ordinances of the City of Tulsa.

IT IS 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 grain and grain seed, hay, and feed, store purposes only, and for no other object or purpose, and this lease shall not be assigned without 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 or either of them, 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 to this lease, to-wit: the 1st day of February, 1925, without notice from 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 further agreed that second party shall have the option to continue said lease for an additional two years after the expiration hereof on the same terms price and condition as above set forth by giving first party ninety days notice of his intention to exercise or not to exercise his option for said lease. Second party agrees not to remove the partitions or make any extensive repairs or changes without consent of first party.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

H. H. Johnson

Argena B. Johnson

Binding Stevens seed co.

By W.J. Stevens

No Acknowledgment

Filed for record in Tulsa County, Tulsa Oklahoma, Apr. 2, 1923 at 9:00 o'clock A. M.
in Book 442, page 571

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, county Clerk