

of the material thereof in said construction work.

4. Second party shall have no right, title or interest in such extension building other than the lease for three (3) years hereafter provided for, and work on said improvement shall begin within ten (10) days from this date, and shall be completed within ninety (90) days, weather permitting, time being the essence of this contract.

5. The first parties, on their part, and in consideration of the foregoing have made and executed to Lee Harrington, Arnol Harrington and A.C. Harrington, a certain lease contract covering the premises now occupied by them and the extension thereof, as hereinbefore provided for, located as hereinbefore described, said lease being duly signed and acknowledged by said first parties, conveying to them a leasehold estate and interest for a period of three (3) years from the date of the completion and occupancy of the extension of said building as provided for, in consideration of an agreement on their part to pay a rental therefor in the sum of Three Hundred Dollars (\$300.00) per month from the completion and occupancy of said extension; which said lease contract duly executed is deposited in escrow in the Central National Bank of Tulsa, Oklahoma, and same is to be delivered to the lessees therein named, at the time and on the date of the completion of said extension hereinbefore provided for, and the occupancy thereof by the said named lessees, their heirs or assigns, and after all bills for labor and material have been paid by second party. A copy of which said lease contract is hereto attached, marked "Exhibit A".

6. The said first parties further agree and bind themselves, that they will procure and maintain insurance on the premises described in addition to any insurance now carried thereon, insuring the same against loss by fire, etc., for an amount sufficient to cover the cost of such extension improvement as herein provided for, with loss payable clause to both the lessor and lessee named in said lease contract hereinbefore referred to; and, in the event of loss thereon, during the term of said lease contract, there shall be paid to the said lessees, from the amount collected on said insurance contract, the proportionate amount of loss sustained by them, or by the second party to this contract, that is to say, the said lessees shall receive their pro rata amount of said sum paid in inverse proportion to the amount of the term time of said lease contract that may have elapsed from the beginning of said term to the time of the loss.

IN WITNESS WHEREOF, the said parties have hereunto set their hands, in duplicate, this the day and year first above written.

JACOB FELL

ESTER FELL

Parties of the First Part.

LEE HARRINGTON

Party of the Second Part.

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

Before me, a Notary Public in and for said County and State, on this the 15th day of January, 1924, personally appeared Jacob Fell, and his wife Esther Fell, and Lee Harrington, to me known to be the identical persons who executed the within and foregoing document and each acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office this the day and year last above written.

My Commission expires Apr. 2, 1925 (SEAL)

J. J. DAY, Notary Public.