

COMPARED

in the following amounts and at the time therein designated, to-wit:

On the First day of May 1923, the sum of Three Hundred Fifty Dollars, and on the First Day of each and every month thereafter the sum of Three Hundred Fifty Dollars (\$350.00) until the said total sum of Forty Two Thousand Dollars (\$42,000.00) shall have been fully paid.

THE PARTY OF THE SECOND PART further agrees to keep and maintain all portions of the building let to him by the terms of this contract, in as good state of repair as the same are turned over to him, natural wear and tear alone except, and to hold said first party free from any and all expense in the maintenance and occupancy of said building, including bills or assessments for light heat, water, and any other expense and the said second party agrees to make all repairs in said building necessary to its use and occupancy, including the repairing to plumbing, papering or repairing or re-papering any portion of the property here let, and the second party agrees to hold said first party from any and all expenses of any kind incidental to the use and occupancy of said building.

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 occur to the contents of any portion of the building here let during the term granted also all claims and liens for labor or material used in making additional improvements, and from all claims for damages to persons & property.

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 ordinance of the City of Tulsa, Oklahoma,

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 or general and special taxes when due, 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 part unpaid and the expenses incident to the collection thereof. This agreement is binding upon the heirs and assigns of both parties hereto.

IT IS FURTHER UNDERSTOOD AND AGREED that the property herein leased will be used for Residence and Business purpose only, and for no other object or purpose, and this lease shall not be assigned or sublet without the written 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 event shall 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 in the lease, to-wit: the 30th day of April 1933 without notice from the 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. Lessee agrees to pay all General