

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 grocery store and meat market purposes 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 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 in this lease, to-wit: the 23th day of August, 1926, 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.

It is also agreed that should party of the first part desire to move said building 30 feet from the corner, east, he may do so without the consent of the second parties.

In witness whereof, the parties hereto have hereunto set their hands the day and year first above written.

Joe Manes,
Abe Bercutt,
Jake Bercutt.

State of Oklahoma)
County of Tulsa) SS

Before me, a Notary Public, in and for said County and State, on this 23th day of February, 1924, personally appeared Joe Manes, party of the first part, and Abe Bercutt and Jake Bercutt, parties of the second part, 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 for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.
My commission expires July 21, 1927.

(SEAL) Winifred A. Bailey, Notary Public.

Filed for record in Tulsa County, Okla. on March 27, 1924, at 2:30 P.M. recorded in book 448, page 291, Brady Brown, Deputy.

(SEAL) O.C. Weaver, County Clerk.

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State of Oklahoma)
County of Tulsa) SS

IN THE COUNTY COURT IN AND FOR SAID COUNTY AND STATE.