

COMPARED

in a clean and sanitary condition at all times during the terms of this lease, and will not commit or suffer to be committed any nuisance thereon and shall not permit or suffer the sidewalks or driveway adjacent to said premises to be obstructed or incroached upon in the storing or displaying of his wares, or otherwise in his use of said premises, and said lessee agrees to make, or cause to be made at his own expense any and all necessary repairs of said premises and to keep and maintain the same in as good condition as they now are, ordinary wear and tear excepted.

It is further agreed that upon the failure of the lessee to pay the rental or any other part thereof, as and when the same become due as herein provided or to comply with any of the terms of this lease to be kept and performed by said lessee, then and in that event the lessor may, at his option, declare this lease at an end and void and re-enter and take possession of said premises.

It is further agreed that at the end of this lease, or sooner termination thereof, the lessee shall give peaceable possession of said premises, to the lessor in as good condition as they now are, the usual wear and tear and damage by the elements alone excepted, and upon the non-payment of the rent or any part thereof at the time the same shall become due and payable, said lessor may, at his option, distrain for rent due and declare this lease at an end and void, and re-enter and recover possession by forceable entry and detainer and notice of such election and demand of possession are hereby waived.

It is <sup>further</sup> hereby agreed that this lease shall not be considered renewed or extended beyond the terms provided herein, except by the agreement of the parties in writing.

It is further mutually agreed that as security for the faithful performance of the covenants, agreements, stipulations and conditions in this lease to be kept and performed by the lessee as herein provided, said lessee hereby pays to and deposits with the lessor the sum of five hundred (\$500.00) dollars, receipt by the lessor being hereby acknowledged. It being further agreed by said lessee that in case of failure on his part to pay said rental as and when due, or to comply with the terms, conditions and provisions of this lease and as a result thereof, said lessor shall elect to declare said lease void and to retake possession of said premises, said lessee shall forfeit and said lessor shall be entitled to retain said five hundred (\$500.00) dollars as liquidated damages; it being further agreed, however, that in case said lessee shall faithfully perform all of the covenants, conditions and agreements to be kept and performed by said lessee, as herein provided, and said five hundred (\$500.00) dollars shall not be forfeited as liquidated damages under the terms and conditions of this lease, then it is agreed that said sum of five hundred (\$500.00) dollars shall be refunded as follows: One hundred fifty (\$150.00) dollars to apply on March 1925, rent and one hundred fifty (\$150.00) dollars to apply on April, 1925, rent. The balance, if any there by any after any loss or damage payable under this lease are deducted, shall be refunded in cash April 30, 1925.

The covenants, agreements and conditions set forth and contained in this lease shall extend to and be binding upon the heirs, executors, administrators, and assigns of the respective parties hereto.

In witness whereof, the parties hereto have hereunto subscribed their names in duplicate on the 19th day of April, 1924.

O. C. Peterman, Lessor,  
Chas. Cassis, Lessee.

State of Oklahoma )  
Pulsa County ) SS

Before me, a Notary Public, in and for said County and State, on