

(\$150.00) dollars until the sum of nine thousand and no/100 (\$9000.00) dollars shall become due; and then on the 1st day of each and every succeeding month thereafter the sum of one hundred seventy five and no/100 (\$175.00) dollars, during the last five years of this lease, and second party, for itself, its successors and assigns, hereby and by these presents mortgages and liens and creates a mortgage and lien in favor of first party and prior and superior to all other mortgages and liens upon the same, this lease and all improvements, personal property and mechanical equipment of whatsoever kind or nature placed upon the leased premises, as security for the payment of the rent under this lease.

It is further understood and agreed that the property herein leased will be used for filling station purposes only and for no other purpose, and that this lease shall not be assigned without the written consent of the party of the first part.

It is further understood and agreed by and between the parties hereto that the party of the first part is selling and hereby sells to the party of the second part the two story house located on the above described tract of ground, at a valuation of \$3000.00 and that in payment for the same second party agrees to build and construct on said premises a brick, stone or tile filling station which may be, if desired by second party stuccoed of non-combustible material (if no lumber or lumber laths are used) of at least equal value of the said two story frame house, and no built and constructed as not to increase the fire hazard or fire insurance rate of adjoining property, title to which shall vest in first party immediately upon completion, and title to all other improvements placed upon said premises and which under the law of the State of Oklahoma becomes a part thereof, shall immediately vest in first party when placed thereon. Provided, however, that if any building or structure is erected or maintained on the north ten feet six inches of said premises which shall raise the insurance rate of first parties property adjoining on the north, second party shall pay such excess insurance and any other actual damages to first party caused thereby. Said house hereby sold to second party to be theirs without any restrictions whatsoever, giving second party the full right, title and interest of the party of the first part in and to said two story frame house, to wreck or dispose of in their own way and to be removed from said premises and second party agrees to remove the brick and stone from the walls of the basement under said building and fill said basement with soil, and to at all times keep said premises in a sanitary clean and neat condition and good state of repair, and to keep said premises and filling station in full conformity and compliance with all laws and ordinances now in force or hereafter to be put in force, during the term of this lease.

The party of the second part further agrees that after the expiration of the time given in this lease, to-wit: the 1st day of August, 1924, without notice from the party of the first part, or at any earlier termination of this lease, to give possession of said premises in good condition and to leave on said premises all improvements of a permanent nature, which under this lease becomes the property of first party when made, including all underground storage tanks and connections thereto, and with permission to remove from said premises all personal property which has not become attached to said premises and become a part thereof, but not until all rents and damages have been paid and first parties lien thereon satisfied. Provided however, that in removing such personal property, second party must use the utmost and greatest care not to injure the property remaining and to leave the remaining property in such condition as similar property to that removed may be replaced by the owner of the premises.

It is further understood and agreed by and between the parties hereto that