

possession of these premises shall be deemed in second party from the 1st day of August 1924, and the tenant in possession shall become the tenant of second party.

Party of the first part agrees to pay the taxes assessed against said premises on the naked ground only (taxes on all improvements to be paid by second party) and upon *on or before the 1st day of June following the date when such taxes* the failure of first party to do so become a lien, second party may after the 1st day of June, pay such taxes against the ground to protect this lease and charge same against any rents due the party of the first part under the terms of this lease.

It is further understood and agreed by and between the parties hereto that; in the event of a final judgement of a court having jurisdiction declaring a lien upon said premises, prior and superior to this lease, and ordering said lien enforced and said premises sold to satisfy the same, second party shall have the right, after a reasonable time and prior to the expiration of the time for redemption and prior to sale, in order to protect this lease, to pay said judgement lien and all costs taxed in said case as costs, and in that event the money so paid by second party shall be charged to party of the first part and shall be deducted from any rents due the party of the first part under the terms of this lease.

It is further understood and agreed that time is of the essence of this contract, and should the party of the second part default in the payment of the rent as herein provided, or should second party make an assignment for the benefit of creditors, or should a receiver be appointed for said second party, or should bankruptcy proceedings, either voluntary or involuntary, be filed against second party, or second party be adjudicated a bankrupt, then and in such events, or either of them party of the first part shall within a reasonable time, at her option, be entitled to declare this lease at an end and shall, if she exercises her option to declare said lease at an end, be entitled to the immediate possession of said premises and all permanent improvements thereon, and a written notice of first party, declaring said lease at an end, filed and recorded against said premises shall be conclusive evidence of termination of this lease and binding upon all parties claiming under the same.

The terms of this lease shall be binding upon the parties hereto, their successors, heirs and assigns, but this shall not be deemed a consent of second party to assign said lease without the written consent of the first party.

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

Jennie C. Chesley, Party of the first part.

(Corp. Seal) Harvey Young Oil Company, a corporation.

Attest: Floyd E. Lewis, Secretary.

By E. H. Niet, President.

State of Oklahoma )

Tulsa County )

SS

) Before me, a Notary Public in and for said County and State, on this 24th day of June, 1924, personally appeared Jennie C. Chesley, a widow, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth,

Witness my signature and official seal the day and year last above written.

(SEAL) Fred W. Kopplin, Notary Public,

My commission expires Oct. 19, 1925.

Filed for record in Tulsa County, Okla. on June 25, 1924, at 10:20 A.M. recorded in book 449, page 624, Brady Brown, Deputy,

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