

leasehold and said property of the 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.

COMPARED

IT IS FURTHER UNDERSTOOD AND AGREED that the property herein leased will be used for Publishing House or commercial purposes only, and for no other object or purpose.

IT IS UNDERSTOOD that the party of the second part shall have the right to sublet the within premises or any part thereof, it being expressly understood, however, that such subletting shall in no wise diminish the responsibility or liability of the party of the second part to the party of the first part under this lease.

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 1st day of July, 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 or tornado along excepted. The destruction of the main two story building on said premises by fire or tornado shall work a termination of this lease, provided the party of the second part shall not require that the building be repaired or reconstructed within a reasonable time by the party of the first part and the lease continued. In the event of such loss or damage the party of the first part hereby agrees, if requested by the party of the second part, to repair or reconstruct the building in a reasonable time for the continued use of the party of the second part, it also being understood that said second party shall be relieved of the payment of any rentals while deprived of the use and occupancy of the premises.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

Alice M. Mitchell

Petroleum Publishing Company

Frank T. Lauinger-President

Frank B. Miller

STATE OF OKLAHOMA)
(SS.
COUNTY OF Tulsa)

Before me, a Notary Public, in and for said county and State, on this 9 day of June, 1923 personally appeared Alice M. Mitchell to me 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 hand and official seal the day and year last above written.

My commission expires Feb. 14, 1925 (SEAL) Chas. A. Myers-Notary Public

STATE OF PENNSYLVANIA,)
(SS.
County of Allegheny)

Before me, a Notary Public, in and for said County and State on this 7th day of June 1923, personally appeared FRANK T. LAUINGER, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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.