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commission, or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demanded by him included any sum by reason of any such brokerage, commission, or percentage; and that all money payable to him hereunder is free from obligation to any other person for services rendered, or supposed to have been rendered in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

Provided, however, It is understood that this covenant does not apply to the selling of goods through a bona fide commercial representative employed by the contractor in the regular course of his business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commission on sales made, nor to the selling of goods through established commercial or selling agents or agencies regularly engaged in selling such goods, nor in contracts for the sale or rental of real estate made by or through a bona fide established and recognized real estate agency.

And it is mutually understood and agreed that whenever said building or any part thereof shall be destroyed by fire or other casualty, or shall, in the judgment of the Postmaster General, become unfit for use as a post office, this lease may be terminated at the option of the Postmaster General by one day's notice in writing to the party of the first part, its officers, their successors in office, or assigns, declaring such termination, and no rent shall be payable or claimable after such destruction or termination, or during the period of such unfitness for use, nor until the same be put in satisfactory condition, by the said party of the first part, for occupation as a post office; It is agreed and understood by the parties hereto that this lease may be terminated and cancelled whenever the post office for the use of which this lease is made can be moved into a Government building upon ninety days' notice to the lessor of the intention of the Department so to terminate.

And the said party of the second part further covenants and agrees, at the expiration of said term of ten years, peaceably and quietly to yield up and surrender the possession of said premises to the said party of the first part, its officers, their successors in office, or assigns.

It is further stipulated and agreed that no Member of or Delegate to Congress shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon.

It is further agreed and understood that this lease may be terminated and cancelled upon three months' notice to the party of the first part, should the growth of the service make necessary the occupancy of more commodious quarters.

IN WITNESS WHEREOF the hand and seal of the party of the first part, on the date first hereinbefore written, and the seal of the Post Office Department and the signature of the Postmaster General are hereunto affixed, this 16th day of January 1923.

THE UNITED STATES OF AMERICA, by

Hubert Work

(POST OFFICE SEAL)

Postmaster General

GFM  
The First National Bank Collinsville,  
Oklahoma;

By N. O. Colburn , Its President