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any such deed of conveyance from the said Lessee to the said Lessor, but this condition is not to be understood or so construed as to waive the right of the Lessee to the payment to it of the actual cash value of the said improvements upon the said premises, to be ascertained and determined as aforesaid. And it is further understood and agreed that in the event that the value of the buildings shall not have been agreed upon or ascertained by appraisal prior to the expiration of the said demised term, then, and in such case, said Lessee shall have a first and valid lien upon said premises for the amount of such value, notwithstanding the surrender of the possession thereof to the said lessor as above provided; or the reversion of all buildings, improvements and fixtures upon said premises and their becoming the exclusive property of and being vested in said Lessor; and the amount of such cash value, with interest thereon at the rate of Six (6) per cent. per annum from the date of the termination of the said demised term, shall be paid or secured, as above provided, as soon as the amount thereof shall be ascertained or determined, and said ascertained value also shall be <sup>a</sup>lien on said premises until so paid or secured, and in default thereof said Lessee may enforce his lien therefor on said premises in chancery; Provided, if, for any reason, it shall be unlawful for the Lessor to purchase the improvements on the within described tract, or if such purchase would, in due discretion of the Lessor, be detrimental to its financial interests, such disposition of the improvements shall be made as shall be deemed equitable in the premises. And if the Lessor and Lessee shall be unable to agree upon an equitable disposition of said improvements, the matter shall be submitted to three (3) arbitrators, selected as herein provided for the selection of appraisers.

SIXTEENTH: It is mutually covenanted and agreed by and between the parties hereto that each of the expressions, phrases, terms, conditions, provisions, stipulations, admissions, promises, agreements, requirements and obligations of this Lease shall extend to and bind or inure to the benefit of (as the case may require) not only the parties hereto, but each and every of the heirs, executors, administrators, successors and assigns of the respective parties of the first and second part hereto; and wherever in this Lease a reference to either of the parties hereto is made, such reference shall be deemed to include, wherever applicable, also a reference to the heirs, legal representatives, successors and assigns of each party, the same as if in every case expressed, and all the conditions and covenants contained in this Lease shall be construed as covenants running with the land.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and set their seals the day and year first above written, this indenture being executed in Duplicate.

ATTEST:

Jno J. DeShane  
Secretary

(SEAL)

ATTEST:

William Holden  
Secretary

BOARD OF EDUCATION OF THE CITY OF  
TULSA, OF THE STATE OF OKLAHOMA,  
First Party.

By W. A. Marquis

President

THE CHAMBER OF COMMERCE AND FEDERATION  
OF ALLIED INTERESTS,

Second Party

By H. O. McClure

President