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SUPPLEMENTAL AGREEMENT, Made this 30th day of October, 1923, between The Atchison, Topeka and Santa Fe Railway Company, a Kansas Corporation, hereinafter called the "Railway Company"; Joe Hodges, doing business under firm name of Joe Hodges Transfer Company, hereinafter called the "Second Party" and A. Hickok, hereinafter called the "Third Party".

RECITALS; Under date of August 29, 1922, the Railway Company and the Second Party entered into a certain written lease (Railway Company's Secretary's No. 49023) whereby the Second Party leased from the Railway Company for a period of twenty-five (25) years, all of Lots 5 and 6 and part of Lot 4, Block 51 in the City of Tulsa, Tulsa County, Oklahoma.

By the terms of paragraph 8 of said lease, it is provided, among other things, that neither the lessee, its legal representatives, successors or assigns, nor any subsequent assignee shall assign said lease or any interest therein without the written consent and approval in each instance of the President or a Vice President of the Railway Company.

The Second Party and the Third Party now propose that the Second Party shall borrow from the Third Party the sum of ----- and shall secure such loan by a Mortgage or mortgages upon certain property, including, among other things, the rights of the Second Party under said lease of August 29, 1922.

COMPARED

## A G R E E M E N T :

Now Therefore, the Railway Company hereby gives its consent but upon the terms and conditions hereinafter set forth to said mortgage or mortgages, and expressly waives the provisions of paragraph 8 of said lease insofar as the same relates to or might interfere with the validity of said mortgage or mortgages when so executed.

It is expressly agreed and the consent above set forth is upon condition that in the event of a sale under foreclosure of such mortgage or mortgages, the purchaser in all things shall be bound and obligated to observe and discharge all of the conditions and obligations of said lease/contract and the same shall be binding upon such purchaser and his successors and assigns and those holding under him or them, in the same manner and with like effect as the Second Party now is bound; and further that the consent above set forth in no wise shall affect, waive or forego the provisions of paragraph 8 above mentioned, except as to the said mortgage or mortgages, and such terms and provisions in all things shall be binding to prevent the underletting and subletting of the demised premises and the buildings or improvements erected thereon and parts thereof and the assignment of said lease or any interest therein without the consent by said paragraph 8 required.

The Second Party and the Third Party for themselves, their successors, assigns, legal representatives, and all who at any time shall hold under or for them or either of them, do hereby accept and agree to the terms and conditions attached to said consent as hereinabove set forth.

IN WITNESS WHEREOF; the parties hereto have caused this supplemental agreement to be executed in triplicate the day and year first above written.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,

By W.B. Storey, Its President.

Joe Hodges,  
Doing business under firm name of Joe Hodges  
Transfer Company. - Second Party.

A. Hickok, Third Party.

STATE OF OKLAHOMA, }  
TULSA COUNTY, } SS.

Before me, the undersigned, a Notary Public, in and for said County and State