

It is further provided that in the event of the assignment for benefit of creditors by the parties of the second part, or the institution of bankruptcy proceedings against parties of the second part, 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 set of acts pass to the party of the first part at his option.

COMPARED

It is further provided that in case the building on said premises or any part thereof covered by this lease shall at any time be destroyed or damaged by fire or other unavoidable casualties so that the same shall be unfit for occupancy or use, then the rent hereby reserved or a fair and just proportion thereof, according to the nature and extent of the damage sustained in loss of occupation of the premises, shall be suspended, cease to be payable and so continue until said premises shall be rebuilt or made fit for occupation and use by said party of the first part, or these presents shall thereby be determined at the election of said party of the first part, or in case said premises are totally destroyed or are not put in a tenable condition within one month from the time of said damage, then at the election of said parties of the second part, upon notice given.

The parties of the second part further agree that at the expiration of the five-year period given in this lease, without notice from the first party, to give possession of said premises to said party of the first part.

This instrument shall be binding upon the parties hereto and upon their heirs, executors, administrators or assigns.

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

J. S. Thomas, Lessor, *By Jack Thomas*
H. L. Weisburgh, Lessee.
W. C. Gustavus, Lessee.

State of Oklahoma)
County of Tulsa) SS

Before me, the undersigned, Notary Public, in and for said County and State, on this 20th day of July, 1923, personally appeared J. S. Thomas, by Jack Thomas, his agent, to me known to be the identical person who executed the above 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.

In witness whereof, I have hereunto set my hand and affixed my notarial seal, the day and date last above written.

(seal) W. C. Martin, Notary Public

My commission expires 12/12/1925.

For and in consideration of one dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, the lessee above named do hereby sell, assign and transfer the within and foregoing lease and all rights thereunder, to Eclipse Garage Inc.

Witness our hands this 19th day of July, 1923.

H. L. Weisburgh,
W. C. Gustavus,

The undersigned, lesser in the within and foregoing lease does hereby consent to the above assignment, this 19th day of July, 1923

J. S. Thomas, By Jack Thomas.

Tulsa, Okla. July 20th, 1923.