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make all repairs in said building, necessary to its use and occupancy, including the repair to plumbing, papering or repairing or re-papering any portion of the property here let, and the second party agrees to hold said party free from any and all expenses of any kind incidental to the use and occupancy of said building.

The party of the second part agrees not to use said building, or any portion thereof, for any purpose prohibited by the Statutes of the State of Oklahoma, or the ordinances of the City of Sand Springs, Oklahoma.

COMPARED

It is understood and agreed, time is the essence of this contract, and should the party of the second part default in the payment of any installment of the principal sum herein named, the total principal sum shall become immediately due and payable and the party shall be entitled to the possession of the premises, at his option, and the property of said part therein contained, and may sell and dispose of said ^{premises and said} property of 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 expenses incident to the collection thereof, and it is further understood and agreed that second party may assign this lease without the written consent of the first party.

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 proceeding against the party of the second part or either of them, such events, or either of them shall forth with 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 this lease to-wit: the 15th of November, 1928, with out notice from the first party, to give possession of said portion of said building to said party of the first part, loss by fire alone excepted, the destruction of the building on said premises by fire shall work a termination of this lease, provided that if in case of fire destroying said building, and another building is erected similar to the building now upon premises, that this lease shall again become operative, and shall extend from time of the completion of such building until the date of expiration herein above mentioned.

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

Witness:

Mary A. Russell

M. M. Davidson.

J. W. Russell

Chas. E. DeBolt.

State of Oklahoma)
County of Tulsa) SS

Before me, a Notary Public in and for said County and State, on this 15th day of November, 1923, personally appeared Mary A. Russell and J. W. Russell and George Harrison and George A. Magnien to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their 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 April 8, 1924. (SEAL) Chas. B. Rowson, Notary Public.

Filed for record in Tulsa County, Okla. on Nov. 22, 1923, at 2:00 P.M. recorded in book 474, page 456, Brady Brown, Deputy,

(SEAL) O.C. Weaver County Clerk.