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MEMORANDUM OF AGREEMENT, made and entered into in duplicate, this the 31st day of July, 1923, by and between O. R. HOWARD of Tulsa, Oklahoma, of the first part, and MID-CONTINENT AMUSEMENT COMPANY, a corporation, of Tulsa, Oklahoma, of the second part,

WITNESSETH:

WHEREAS, heretofore, and on June 4, 1921, the parties hereto, entered into a certain lease contract, by the terms of which the first party leased and let unto the party of the second part, 9.77 acres of land, located in the Northwest quarter of the Southwest quarter of Section 14, Township 19 North, Range 12 East, in Tulsa County, Oklahoma, and bounded on the West by the right of way of the St. Louis and San Francisco Railroad Company, and on the East by the right of way of the Oklahoma Union Railway, which has been used and occupied by second party as an amusement park; and,

WHEREAS, the said lease contract has been and is forfeited on account of violation of its provisions, and is no longer in force and effect, and the second party has and owns certain improvements on the said premises which it desires to remove;

NOW, THEREFORE, in consideration of the payment of the sum of One Dollar (\$1.00) by party of the second part, to the party of the first part, receipt whereof of hereby acknowledged, and in consideration of the performance of the provisions and agreements herein contained, it is stipulated as follows, to-wit:

FIRST: The said lease contract of June 4, 1921, has been and is hereby expressly declared to be forfeited, cancelled and terminated, and all the improvements placed on said premises by second party, including grandstand, electric road and motor, board fences, etc., have at all times been and are the property of the second party.

SECOND: The second party agrees within ninety (90) days from date Hereof, to remove from the said premises all of the said improvements placed thereon by it, and to remove therefrom all the debris and trash which may have accumulated by reason of the occupancy of said premises by it or by reason of taking down and removing of the said improvements, so that the land itself will be left in a slightly condition. In the event said second party shall fail within said period to remove said improvements, the first party shall have the right, immediately upon the expiration of said period, to take down and to remove the same, and shall own and have the right to retain all of the materials and salvage therefrom.

THIRD: The first party hereby waives the payment of any and all rentals which may have accrued under said original lease agreement of June 4, 1921.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

O. R. Howard

By Dalton Lain

Party of the first part.

MID-CONTINENT AMUSEMENT COMPANY ,

By R. J. Allison

President and Manager,

Party of the second part

ATTEST:

Secretary .

No Seal

STATE OF OKLAHOMA,)
County of Tulsa) ss:

BEFORE ME, a Notary Public in and for the county and state aforesaid, on this 31 day of July, A. D. , 1923, personally appeared R. J. ALLISON, to me known to be the identical person who subscribed the name of MID-CONTINENT AMUSEMENT COMPANY to the foregoing instrument as its President and Manager, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.