

sum of THIRTY-SIX THOUSAND DOLLARS (\$36,000.00), said sum to be paid in the following amounts and at the times designated, as follows, to-wit:

Six Hundred Dollars (\$600.00) cash upon the signing and delivery of this lease, Six Hundred Dollars (\$600.00) of the 1st day of December, 1923, and Six Hundred Dollars (\$600.00) on the first day of each and every month thereafter during the time of this lease until the said total sum of Thirty-six Thousand Dollars (\$36,000.00) shall have been fully paid.

THE PARTY OF THE SECOND PART FURTHER AGREES to keep and maintain all portions of the building let to him by the terms of this contract, in a good state of repair, and to hold said First party free from any and all expense in the maintenance and occupancy of said building, including bills or assessments for lights, heat, water, and any other expenses or repairs or decorations, and the said Second party agrees to make all repairs in said building necessary to its use and occupancy, including the repairing to plumbing, papering, or repairing any portion of the property here let, and the said Second party agrees to hold said First party free from any and all expense of any kind incidental to the use and occupancy of said building.

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THE PARTY OF THE SECOND PART FURTHER AGREES to hold free and harmless and does hereby release said First Party from any and all damages that may occur to the contents of any portion of the building here let, during the term granted.

THE PARTY OF THE SECOND PART AGREES NOT TO USE SAID BUILDING, or any portion thereof, for any purpose that will increase the insurance rate or risk on said building, or for any purpose prohibited by the Statutes of the State of Oklahoma or the Ordinances of the City of Tulsa.

IT IS UNDERSTOOD AND AGREED, time is the essence of this provision, 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 of the First part shall be entitled to the possession of the said premises, at his option, and the property of the said Second party therein contained, and may sell and dispose of said lease-hold 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 the expenses incident to the collection thereof.

IT IS FURTHER UNDERSTOOD AND AGREED that the property herein leased will be used for the GROCERY BUSINESS Purposes only, and for no other object or purpose, and this lease shall not be assigned without the written consent of the Party of the First part; PROVIDED, that said Party of the Second part shall have the right to sublet One (1) of the store rooms hereby leased, for a legitimate business that will not increase the insurance rate or risk on said property, and shall be of no greater hazard, risk or detriment to said property than said grocery business.

IT IS FURTHER PROVIDED that in the event of the assignment to creditors by the Party of the Second part, or the institution of bankruptcy proceedings against the Party of the Second part, or either of them, 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 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 in this lease, to-wit: on the 31st day of October, 1928, without notice from 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.