

notice in writing to second party, terminate this lease, without releasing second party from its liability for rental during the completed term thereof.

In such case all fixtures and improvements on said lease shall be forfeited by second party and shall become the property of the first parties and shall be held by them as their own property in lieu of rentals during the term of said lease or as liquidated damages for the failure of second party to perform the obligation imposed upon it under said lease. COMPARED

It is agreed and understood that first parties will remove from the above named premises, two dwellings now located thereon at the end of FIFTEEN (15) months from date of this agreement or at any time within the FIFTEEN (15) months on receipt of at least FORTY FIVE (45) days notice from second party for such removal, rentals from said dwellings during time they remain on said lot shall be due and payable to second party.

Second party agrees that it will not use the property covered by this lease or any portion thereof, in any business of for any purpose contrary to the laws of the United States of America, the State of Oklahoma, or the ordinances of the City of Tulsa, Oklahoma, or permit any such use of said premises.

Any and all taxes separately assessed and levied against the improvements placed on said premises by second party shall be paid by second party. Second party agrees and binds itself to keep all improvements free from all mechanics liens or any other incumbrance whatsoever.

The second party shall have the right and privilege of removing all trees necessary for the making of any necessary improvements on said premises, and shall have the right and privilege of removing all improvements placed and made on said premises by second party or of altering the same, at any time prior to the expiration of this lease; PROVIDED, that prior to the expiration of this lease no fixtures or improvements shall be removed from said premises except to replace the same with other improvements of the same or of greater value and unless such other improvements are upon said premises shall before such removal the written consent of first parties or either of them, their heirs or assigns, must be obtained in writing for such removal.

At the expiration of this lease, second party is to deliver immediate possession of said premises, except that the second party shall have a reasonable time of Thirty (30) days to remove from said premises the fixtures and improvements placed and made thereon; PROVIDED that the second party pay to first parties thirteen & 50/100 (13.50) Dollars per day for time of such removal.

It is further agreed that if at any time the city, county or state authorities by ordinances or decree prevent the building of or operating of gasoline filling stations in the vicinity of Eighth and Boston the second party has the right to cancel this lease at its option.

The parties hereto covenant, promise and agree, each with the other, their heirs, administrators, executors, successors or assigns, and for themselves, their heirs, administrators, executors, successors or assigns, that they will keep and perform promptly each and every agreement, covenant condition and stipulation in this lease to be kept and performed, and time is hereby expressly made of the essence hereof.

IN WITNESS WHEREOF, the parties hereto have duly signed, attested and sealed this lease in duplicate at Tulsa, Oklahoma, this 9 day of Nov. 1923, and have subscribed the same before a Notary Public and have acknowledged their signatures to the same.

Dan M. Setser

Ruth E. Setser

Parties of the first part.