

thereof, or the erection of new buildings upon said premises. The lessors herein having no right of direction, supervision, or control therein and thereof whatever. ~~CONTAINED~~

The lessee further agrees to furnish to the lessors herein, at the execution of this lease, an indemnity bond, executed by a reliable and responsible bonding company, or good personal security, in which last event, the bond is to be approved by the lessors, in the amount of One Hundred Thousand (\$100,000.00) Dollars, conditioned that the lessee will, within three (3) years, construct, erect and complete, at his own cost and expense, a fire-proof brick building of, at least, five (5) stories, and to cost not less than Three Hundred Thousand (\$300,000.00) Dollars, as hereinbefore provided for in this paragraph. The aforesaid bond to remain in full force and effect until said building is erected and completed, and for such length of time thereafter as there shall remain upon said building any second mortgage, or other liens, which might be placed thereon by the lessee, as herein-after provided.

The lessors herein, hereby agree to join, if necessary, in a mortgage upon said premises up to and including the sum of Two Hundred Thousand (\$200,000.00) Dollars, or up to and including fifty per cent (50%) of the bona fide estimated cost of the construction and completion of the building herein provided for; said estimate shall be based upon the plans and specifications actually adopted by the lessee, upon which said building is to be erected and completed. The mortgage, so given, shall provide that said money so obtained shall be used in the erection, construction and completion of said building and any such mortgage shall further provide that the lessors shall not be held personally liable by reason of joining in said mortgage, but shall only be held to have deferred any liens or rights that said lessors might have by reason of this ninety-nine (99) year lease and the ownership of said property to such mortgage, that is to say, that the lessors, although not personally liable by joining in said mortgage, do hereby consent and agree that the mortgage shall be a first and prior lien upon the premises, in so far as they are concerned, and in case of a foreclosure of said mortgage, said property shall become subject and liable to the payment of said mortgage and, if necessary, to the entire exclusion of any rights or lien of the lessors therein.

The lessors also agree that the lessee may give a second mortgage, or deed of trust, upon said premises over and above the first mortgage hereinbefore referred to, if it becomes necessary or expedient to do so, in order to complete said building, but so long as said second mortgage, or deed of trust, remain unpaid and unsatisfied, the One Hundred Thousand (\$100,000.00) Dollar bond to be given by the lessee at the execution of this lease, shall remain in full force and effect, but whenever said building shall have been completed, as herein provided for, and said second mortgage, or deed of trust, shall have been paid in full and satisfied, then said bond shall be released by the lessors upon request of the lessee, upon satisfactory proof of payment and satisfaction of said mortgage, or deed of trust.

FOURTH: The lessee for himself, his heirs, executors, administrators and assigns, further covenants to and with the lessors, their heirs, administrators and assigns, that he will keep said building and all appurtenances thereunto insured, at his own expense, in a sum of not less than One Hundred Fifty Thousand (\$150,000.00) Dollars, for fire, lightning, or tornado, at all times during the term of this lease, in some reliable and responsible insurance company, licensed to do business in the State of Oklahoma, with provisions in the said policies making the loss, if any, payable to the lessors, their heirs, or assigns, as additional security for the payment of the rents, and the performance of the lessee's covenants herein, and deliver all such policies to the lessors as soon as issued; provided, however, that, in the event of loss to, or destruction of said buildings, the insurance money received