

rent, for a period of Five (5) years from the 1st day of August, 1924 to the party of the second part, the following described property, to-wit: All the second floor except the (2) office rooms in the Northeast corner thereof, of the building on Lot 3 and South 75 feet of Lot 2 in Block 62 Old Townsite of Tulsa, Okla., together with entire second floor of Two Story, fire-proof addition thereto, approximately 50x140 feet, to be built prior to Aug. 1, 1924 by Tulsa Warehouse Co., to be connected with 2nd floor of main building by two ample arch-ways with fire door and so constructed as not to materially increase insurance rate.

The party of the second part, for and in consideration of the use and possession of said premises for said period, does hereby agree to pay unto the party of the first part, the sum of (\$36,000.00) THIRTY-SIX THOUSAND and No/100 Dollars, said sum to be paid in the following amounts and at the times therein designated, to-wit:

COMPARED

On the 1st day of August, 1924 the sum of Six Hundred (\$600.00) Dollars and on the 1st day of each and every month thereafter the sum of Six Hundred Dollars (\$600.00) until the said total sum of Thirty-Six Thousand No/100 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 term of this contract, in as good state of repair as the same are turned over to him, natural wear and tare alone excepted, 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 light, heat, water, and any other expenses, 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 or re-papering any portion of the property here let, and the second party agrees to hold said first 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 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 create an "Extra-hazard" 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, Okla., or Statutes of the United States.

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 of the first part shall be entitled to the possession of the premises, at his option, and the property, of the said second party therein contained, and may sell and dispose of said leasehold 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 Merchandise Storage purposes only, and for no other object or purpose and this lease shall not be assigned not sublet without the written consent of the party of the first part Permission granted lessee to continue in present line of business.

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 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