

and parties of the first part hereby agree to release the mortgage above mentioned which is to be executed at the time of the execution of this contract. COMPARED

It is further provided that at any time during the life of this lease that parties of the second part may pay to parties of the first part the sum of \$2400.00 and that parties of the first part agree to immediately release the mortgage for \$2400.00 above referred to and accept said \$2400.00 cash payment as the rent for the tenth year of this contract.

It is understood and agreed that this note and mortgage referred to herein is given as a guarantee to parties of the first part that they will receive their rent for the tenth year of said lease in compliance with the terms thereof and that said note and mortgage is to bear no interest until maturity and that in case this lease is in operation and effect and parties of the second part have complied with the terms thereof, parties of the first part are to release said mortgage and satisfy the same when the same is due. Said note and mortgage are to be non-negotiable and non-transferable.

The parties of the first part agree to commence making improvements on said property 48 on or about the 1st day of May, 1924, and to pursue diligently said work until completed, rent not to start until the improvements which are hereinafter referred to are completed and parties of the second part are surrendered possession thereof.

Parties of the first part are to construct a certain type of building known as a filling station according to plans and specifications which have been agreed upon between parties of the first part and parties of the second part and are now in possession of said parties except such minor changes as might be agreed upon from time to time. Parties of the first part are to place such buildings and improvements thereon to finish and complete the plumbing wiring, paving, pipe lines, water lines, air lines, sewer and man-holes and other improvements not herein numerated except as are hereinafter provided for by the terms of this contract and to hold parties of the second part free and clear of any liability thereon.

Parties of the second part are to furnish to parties of the first part all tanks, pumps, air compressors, light bulbs, globes and display signs and parties of the first part are to place same in position and install the same as the work proceeds from time to time and that at the end of this lease or in case the lease is terminated by agreement of the parties herein at any time before the expiration of the ten years herein set out, parties of the first part are to retain the under-ground storage tanks and to pay to parties of the second part therefor and parties of the second part are to have the right when said lease expires at the end of said term or at a sooner date by agreement, to remove therefrom all other fixtures and equipment furnished by them.

It is further stipulated and agreed that parties of the first part have a right to sell and convey the real estate herein leased, and the purchasers shall take said property with the same right that parties of the first part have and that parties of the second part have the right to sell, assign and transfer all of their property upon said premises and their lease thereto at any time that they sell and transfer their business and other equipment located in the City of Tulsa, Tulsa County, Oklahoma.

Parties of the first part hereby agree to pay all taxes on the real estate and the permanent improvements thereon including paying taxes, sewer taxes and all special assessments and parties of the second part are to cause to be assessed separately the chattel property belonging to them and are to pay the taxes thereon.

It is further stipulated and agreed that at the end of this lease that parties of the second part are given the privilege of continuing in possession of said premises at a price to be agreed upon by the parties hereto not in excess of an amount that parties of first part may be offered or able to lease said premises for.