

and tear thereof, and damage by fire, or other unavoidable casualty excepted.

PROVIDED, however, that if said rent, or any part thereof, shall at any time be in arrears or unpaid, and without any demand being made therefor, or if said lessees, or their heirs, shall fail to keep and perform any of the covenants, agreements or conditions of this lease on their part to be kept and performed, or if said lessee shall be adjudged a bankrupt, or shall make an assignment for the benefit of their creditors, or if the interest of said lessees adjudged therein shall be sold under execution, or other legal process, said lessor, his executors, administrators or assigns, may enter in and upon said premises, and again have, repossess and enjoy the same as if this lease had not been made, and thereupon this lease and everything herein contained, on the part of said lessor to be kept and performed shall cease, determine and be utterly void; without prejudice, however, to the right of the lessor to recover from said lessees, or their heirs, all rent due up to the time of such entry. In case of any such default and entry by said lessor, said lessor may relet said premises for the remainder of said term for the highest rent obtainable, and may recover from said lessees, any deficiency between the amount so obtained and the amount of rent hereinbefore reserved.

And said lessor, for himself, his executors, administrators and assigns, hereby covenants and agrees with said lessees, their executors, administrators, heirs and assigns, that said lessees paying the rents and performing the covenants of this lease on their part to be performed, said lessees shall quietly occupy and enjoy said premises, during said term, without any hindrance or molestation by any persons whomsoever; and that at the expiration of said term, said lessees may remove all trade fixtures owned and installed by said lessees which can be removed without injury to, or defacement of said premises, except shelving and permanent fixtures attached to said building.

IN WITNESS WHEREOF, said lessor and said lessees have signed their names to duplicates hereof, the day and year first above written.

LESSOR.

I. D. Garber

By Gens Cash Stores Co.

LESSEES.

By B. Barall

COMPARED

STATE OF OKLAHOMA }
TULSA COUNTY } SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 3rd day of January 1923, personally appeared I. D. Garber, and H. Barall (Gens Cash Stores Co.) to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year above set forth.

My commission expires June 15, 1926

(SEAL) Arthur B. Crawford, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, May 19, 1924 at 3:30 o'clock P. M. in Book 488, page 158

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk