

matter, as aforesaid, shall be cleaned up and removed daily from said premises, and that all boxes and packing material will be kept in orderly condition, and so as not to create a fire hazard, and all such material kept on hand and used for packing, that can be kept therein shall be kept in covered metal receptacles, and such as shall at all times comply with the ordinances of the City of Tulsa, or other laws applicable thereto.

Twelfth: Said lessee agrees that it will not at any time use the alley in the rear of said storeroom and building for any storage purposes, and will also keep said alley clear and free from lumber, boxing, packing and packing material, debris and other refuse.

Thirteenth: It is further understood and agreed that all signs to be used by said lessee in and about the premises herein leased in said Building shall be mutually agreed upon by said lessor and lessee and that no signs shall or will be used except such as are to the entire satisfaction of said lessor.

Fourteenth: These presents are upon the further conditions that, in case default shall be made by the lessee in the payment of the rent, or any part thereof, hereinbefore reserved, or in the performance of or failure to perform any of the terms conditions, stipulations, agreements or covenants herein contained, or the violation thereof, or if the said premises or any part thereof, shall be deserted or become vacated during the term or continuance of this lease or agreement or in the case of the bankruptcy or insolvency of the lessee or in either of such cases, notwithstanding any licenses or any former breach or covenants or waiver of the benefit ^{here} of, in a former instance, then this shall thenceforth at the option of the lessor, become null and void, and forfeited, and the lessor may re-enter without notice on demand, and shall be entitled to the immediate possession thereof, and the lessee shall be liable for all loss or damage resulting from such default or violation, but it is expressly understood and agreed that the lessee does hereby covenant with the lessor that such annulment, avoidance, forfeiture or re-entry shall not relieve the lessee from the obligation to make the monthly payments hereinbefore reserved as rental at the times and in the manner aforesaid, and that the acceptance and receipt of such rental by the lessor thereafter shall not be construed as and be a waiver of such forfeiture or waiver of the right to enter said premises, and the lessor may relet said premises as the agent of the lessee and in his name, applying the avails thereof, first to the payment of such expenses as he may be put to in re-entering, and then to the payment of said rent, as the same may from time to time become due, and toward the fulfillment of the other covenants and agreements of the lessee herein contained; the balance, if any, to be paid over to said lessee, and the lessee hereby covenants and agrees that, if the lessor shall recover and take possession of said premises, as aforesaid, and be unable to relet the same or obtain sufficient rent thereof to make up the amount of rent hereby reserved, the lessee shall and will pay the lessor and all loss of difference of rent for the residue of the term.

Fifteenth: These presents are upon this condition; that if, during the term herein agreed upon, the said building or premises are destroyed or injured by fire, or otherwise, so as to render the premises demised wholly unfit for occupancy and so they cannot be repaired within ninety (90) days thereafter; then this lease shall cease and become null and void from the date of such destruction, or injury, and the lessee shall immediately surrender the premises and all interest therein to the lessor, and the lessee shall pay rent within this term only for the time up to such surrender, and in case of such destruction or injury the lessor may re-enter and repossess the premises discharged of this lease and may remove all parties therefrom; but, if the premises shall be repairable, as aforesaid, within ninety (90) days from the happening of such injury, then the lessor shall