

thereof, the above 60 ft. x 60 ft. is to be as follows, 60 ft. on Federal Ave. and 60 ft. on College Ave., on part of above lot.

The parties of the second part, for and in consideration of the use and possession of said period, does hereby agree to pay unto the parties of the first part, the sum of Thirty-nine Hundred Dollars (\$3900.00), as rental for said premises, in the manner following, to-wit:

Fifty Dollars (\$50.00) on the first day of March, 1925, and the sum of Fifty Dollars (\$50.00) on the first day of each and every month for a period of two years, and the sum of Seventy-five Dollars (\$75.00) per month, on the first day of each and every month, for a period of three years.

It is further stipulated and agreed by and between the parties hereto, that at the expiration of said five year period, the parties of the second part may have the right and privilege, without consent of parties of the first part, to renew said lease for a period of five years upon paying a rental of \$100.00 upon the first day of each and every month, as a rental for said renewal.

It is understood and agreed between the parties hereto, that parties of the second part further agree to keep and maintain all portions of the building let to him by the terms of this contract, in as good state of repair as the same are turned over to him, natural wear and tear 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 repapering any portion of the property here let, and the second party agrees to hold said first party from any and all expenses of any kind incidental to the use and occupancy of said building.

The parties of the second part further agree to hold free and harmless and does hereby release said first parties from any and all damages that 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 increase the 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.

It is understood and agreed between the parties hereto, that time is the essence of this contract, and should parties of the second part default in the payment of any installment or principal sum herein named, for a period of ninety days, then this contract shall become null and void, and parties of the first part shall be entitled to immediate possession of the premises.

It is further understood and agreed that the property herein leased will be used for Gasoline and Oil Filling Station, purpose only & for no other purpose.

The parties of the second part further agree that the expiration of the time given in this lease to-wit: 1st day of March, 1930, without notice from first parties to give possession of said portion of said building to parties of the first part, fire alone excepted. The destruction of the building on said premises by fire shall not work a forfeiture of this lease, and parties of the second part shall have a right to rebuild same at their option. This clause is subject to the renewal clause for five years shown in this lease.

Lessee herein to build and erect a gasoline & oil filling station on above premises, and they to pay all bills thereto and thereon. Lessor herein agrees not to lease or build a gasoline & oil filling station on their lot opposite above premises while owners of said