

seventy-eight installments of twenty Five hundred dollars (\$2500) each, one half of each of said installments to be paid to C. H. Hancock and one half of each of said installments to be paid to W. H. Nicely. The rental for May, June, July, August, September and October, 1924, shall be at the rate of two Thousand Dollars (\$2,000) per month, and thereafter, commencing November 1, 1924, for the entire term of this lease, the rental shall be Twenty-five Hundred Dollars (\$2500) per month. Rent in all cases shall be due and payable on the 1st day of each month and time shall be of the essence of this provision.

All payments shall be due and payable upon the premises except as may be otherwise directed by parties of the first part and upon written notice as the parties of the first part or either of them the payments to either of such parties may be payable at any place in the City of Tulsa he may direct.

In view of the fact that the premises are now occupied by a tenant who was the purchaser of the bankrupt stock of the Curtis Brown Company it is agreed that the rights of second party to this lease shall be contingent upon his securing an assignment of all rights of the said purchaser.

In the event of any default in the payment of rent reserved under this lease, or any installment thereof, for a period of five days after each installment may become due and payable, then parties of the first part at their option may declare this lease cancelled and may have the right to immediate possession of said property with or without suit.

It is stipulated and agreed that party of the second part may make minor alterations in any of said premises to accommodate their mercantile business but all such changes and alterations are not to injure the usefulness of said premises and no major alterations of front, walls, partitions, floors or roof partitions or stairways shall be made without written consent of first parties, and at the termination of this lease the party of the second part is to ~~leave~~ ^{leave} the premises in a good state of repair and shall be liable in damages for any injury caused to said premises or any alterations which may make said premises less valuable for rent purposes; provided that the destruction of said premises by fire or other unavoidable cause shall work a termination of this lease.

It is understood and agreed that party of second part shall take said premises in the condition same are at the commencement of this lease and ~~he shall indemnify and hold harmless~~ ^{made at his expense and he shall indemnify and hold harmless} all changes and repairs shall be the parties of the first part for any damage which may be done to the contents of said building by the action of the elements or any damage or claim which may arise from the use of said premises or any machinery or appliances therein.

It is further agreed that parties of the second part shall pay all expenses in connection with the use of said building including expense of water, light, heat, inspection fees and repairs of whatsoever nature.

Parties of the first part are hereby granted a lien upon the fixtures which may be placed in and upon said premises by the party of the second part, and in the event of default in the payment of any installment of rent for a period of thirty (30) days from the time the same is due, the parties of the first part may at their option declare the entire rent reserved under this contract due and payable, and may foreclose their lien by court action or by proceedings permitted by the laws of the State of Oklahoma in foreclosing chattel mortgages, in which event, there shall be allowed a reasonable attorney fee for such proceeding.

It is understood and agreed that parties of the second part may sub-lease the second and third floors of said premises to responsible parties for office purposes or for mercantile purposes, but shall not sub-lease the same for pool halls, shows of any kind, restaurants, cafes, oil well supply houses, dance halls, plumbing shops or for any other purpose which shall increase the insurance rate upon said building.

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PREPARED BY
J. M.
and