

lots fifty-one and fifty-two, in Block four (4) Orchard Addition to the City of Tulsa, Oklahoma. The part of said lots and buildings covered and conveyed by this lease being described as follows: Beginning at the Northwest corner of the building on said lots fifty-one (51) and fifty two (52), thence extending East on Eleventh Street, forty-three (43) feet, thence South Thirty (30) feet, thence West, Forty-three (43) feet, thence North, Thirty (30) feet to the place of beginning.

IT IS AGREED that this lease shall remain in force for a period of Five (5) years from the First day of October 1924, terminating on the Thirtieth day of September 1929, subject however, to the terms hereinafter set out.

As a consideration for the use of said premises the said party of the second part agrees to pay to the said party of the first part the sum of Eleven Thousand Four Hundred dollars (\$11,400.00) payable as follows, to-wit: One hundred Seventy-five dollars (\$175.00) shall be paid on the first day of October 1924 and One Hundred Seventy-five (\$175.00) shall be paid on the first day of each and every month thereafter, during the first two years of said lease, and Two Hundred dollars (\$200.00) per month shall be paid on the first day of the first month of the third year of said lease and Two Hundred dollars (\$200.00) per month on the first of each and every month thereafter, during the third, fourth and fifth years of this lease.

IT IS AGREED between these parties that in case the said party of the second part should fail or refuse to make the payments in the manner and at the time provided for herein, then the said party of the first part shall have the right and may elect to declare all the balance due and payable, and may enforce the payment of the same or the said party of the first part shall have the right and may elect to immediately terminate this lease and take possession of said property, in which case the said first party may lease said premises, at such rental as she can obtain therefor, and in case said first party should elect to terminate this lease and to rent the same at such rental as she can obtain, the said second party agrees to pay to said first party the difference, if any, between the rental obtained by the said first party for said premises and the amount agreed upon in this lease, all of which shall become due and payable, upon taking possession of said premises and re-renting same.

And in case of the failure to pay any of the rental or any of the amount hereinabove provided for and the bringing of an action of said first party said party of the second part agrees to pay all expenses incurred in said action including as attorneys fee of Five Hundred (\$500.) Dollars.

It is agreed between these parties that at the expiration of this lease they will give peaceable possession of said premises to said first party, the same to be in as good condition as they now are, usual wear, unavoidable accidents and loss by fire excepted; and the party of the second part may remove any and all improvements consisting of oil tanks above the ground, gasoline pumps, etc., which belong to them.

It is further agreed that party of the second part shall have control of the driveway now leading into said filling station.

It is further understood and agreed that no gasoline pumps shall be erected on these premises nor gasoline sold during the term of this lease except with the permission of the second party.

It is further agreed that the said party of the second part at the expiration of this lease shall have the right and privilege to renew the same for a period of five (5) years at a rental to be agreed upon, not to exceed Two Hundred Seventy-five (\$275.00) dollars per month under the same terms, conditions and provisions as provided for in this lease.

This lease contract and all covenants and agreements therein contained extend to and be binding upon the heirs, executors, administrators and assigns of the respective