

mutually understood and agreed that,

Whereas, the party of the first part is the owner of lot three (3) block six (6) Braden-Martin addition to the City of Tulsa, according to the amended plat thereof; and,

Whereas, the said party of the second part is desirous of leasing the said above described property for the term of ten (10) years for the purpose of erecting thereon a filling station for the sale of gasoline, oils, and other automobile necessities.

The said party of the first part hereby leases and lets to the said party of the second part, the above described property for the uses and purposes above set forth and for the term of ten (10) years under the following terms and conditions to-wit:

The yearly rental therefor to be \$60.00 per month or \$720.00 per year for the first two years; \$80.00 per month or \$960.00 per year for the second two years, ^{per} \$100.00 ^{month} or \$1200.00 per year for the third two years, and \$125.00 per month or \$1500.00 per year for the last four years of the term of this contract. Said rental to be payable quarterly in advance; the first quarter's rent or \$180.00 to be paid upon the signing of this contract.

1. It is further mutually understood and agreed that in addition to the above rental second party is to pay all taxes, both general and special which may be assessed against this property or any and all buildings or structures thereon during the term of this lease.

2. It is mutually understood and agreed by and between the parties hereto that this property shall be used only for such purposes as are above set forth and that all buildings, tanks or other property placed thereon by second part shall be considered as perpetual property and may be removed by him at the expiration of this lease and he is hereby granted a reasonable time for the removal of such material, provided all of the terms and conditions of said lease have been fulfilled.

3. It is further mutually understood and agreed that first party will within the next five (5) days begin grading the above described property and will remove from it such dirt as is consistent with the grading to be done on the balance of the addition of which this lot is a part and that the monthly rental above set forth shall not begin to run until such grading has been done which shall not be, however, more than thirty (30) days from this date and notice from first party to second party that said ^{first} party has finished grading shall constitute the beginning of the rental as above set forth.

4. It is further mutually understood and agreed that should second party fail, neglect or refuse to make his rental payments as above set forth or violate any of the other ^{terms} of this lease this lease shall then and in that event become null and void and of no effect and the property thereon belonging to said second party shall be retained by first party to satisfy any payments ~~to~~ damages which may be due him and the balance, if any, realized from the disposal of such property paid to second party.

5. It is further mutually understood and agreed by and between the parties hereto that should second party desire to purchase the above described property at any time during the first year of this contract they may do so upon payment to first party of \$6,000.00 (six thousand dollars) payable as follows: \$500.00 cash and one hundred (\$100.00) a month with interest at 8% per cent per annum until paid; upon the payment of the \$500.00 first party agrees to give a contract for a deed to second parties and upon full payment of said sum of \$5000.00 (six thousand dollars) with interest, First party hereby agrees to give to second party a good and sufficient warranty deed showing merchantable title thereto. This option may be exercised provided second party has paid all of the rentals due and payable and otherwise lived up to the terms of this contract.