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shall have been given by said Lessors, their heirs or assigns, to said Lessee; or, in the event said Lessee, his heirs or assigns, shall fail to pay any of the taxes and assessments as hereinbefore provided to be paid within the time provided by law; or, in the event the Lessee, his heirs or assigns, shall fail to rebuild the buildings on said premises in the event of destruction by fire or other elements, said Lessors, their heirs or assigns, agents or attorneys, may, at their option, after sixty (60) days' notice in writing given to said Lessee, his heirs or assigns, declare this lease cancelled and the term thereof ended, and may enter upon said premises, with or without process of law, and take possession thereof, with any and all buildings or improvements which may have been erected thereon, the Lessee hereby waiving any demand for possession thereof, and all buildings, fixtures, and improvements then situate on said premises shall be and become the property of the Lessors, their heirs or assigns.

IT IS FURTHER COVENANTED AND AGREED by and between the parties hereto that in the event the Lessors, their heirs or assigns, shall, without fault on their part, be made parties to any litigation concerning this lease, brought by or against said lessee, then said Lessee shall pay all costs and attorneys' fees incurred by said Lessors, their heirs or assigns, on account of such litigation.

IT IS FURTHER COVENANTED AND AGREED by and between the parties hereto that no waiver by said Lessors, their heirs or assigns, of any breach of any of the said covenants herein contained to be performed by the said Lessee, his heirs or assigns, shall be construed to be a waiver of any succeeding breach of the same covenant or agreement.

IT IS FURTHER EXPRESSLY UNDERSTOOD AND AGREED by and between the parties hereto, that in event of the sale and conveyance by the Lessors, their heirs or assigns, of their title or interest in and to said demised premises, including the reversionary interest, said Lessors, their heirs or assigns, shall thereupon be completely relived and discharged from the performance of any and all covenants and agreements herein by the Lessors agreed to be performed.

IT IS FURTHER UNDERSTOOD AND AGREED THAT if, at any time during the term of this lease, said premises, or any part thereof, should be condemned by the City of Tulsa, Oklahoma, or any other municipality of the State of Oklahoma, then, in that event, said Lessee shall be entitled to recover and be paid the entire amount of damages assessed to be paid by the City for the improvements placed upon said lots by said Lessee, and that no part thereof shall belong to said Lessors. PROVIDED, HOWEVER, that the damages assessed against that part of the real estate taken in such condemnation proceedings, as assessed, shall be paid to the said Lessors.

IT IS FURTHER UNDERSTOOD and AGREED that at the expiration of this lease, the said Lessee shall have the right and privilege to remove any and all improvements placed upon said premises by him, under and through the terms of this agreement.

PROVIDED, HOWEVER, Said Lessee has complied with each and every term of this agreement, as is specifically set out herein.

IT IS FURTHER COVENANTED AND AGREED by and between the parties hereto that all the expressions, terms, conditions, provisions, and agreements herein shall extend to and be binding upon, or inure to the benefit of, as the case may be, each and every one of the heirs, executors, administrators and assigns of the party of the second part, as if in every case expressed; and all the conditions, covenants and limitations of this agreement shall be and are hereby covenants running with the land.

IN WITNESS WHEREOF the parties hereto have hereunto signed their names on the day and year first above written.

M. J. McNulty Jr.

Catherine McNulty

Bella McNulty

COMPARED BY
MJB and CCC