

493

and tear and damage by fire or other casualty or cause beyond the contro, of said lessee excepted; and lessee further agrees to pay all charges for electricity and fuel used on said premises by it as and when the same shall become due.

4. The said premises shall be used by the lessee for the purpose of conducting what is known generally as a filling station for the purpose of selling gasoline and motor oils and greases and other petroleum products, and shall be used for no other purpose by the said lessee. All of the equipment and materials so placed upon the premises shall at all times remain the property of the lessee.

5. If the lessee shall be in default in the payment of any rental due hereunder for a period of ten (10) days, then the lessor shall notify the said lessee, in writing, of such default and if the lessee shall fail to pay said rental within ten (10) days after receipt of said notice, then the lessor shall have the right to cancel and terminate this lease, and the lessee shall thereupon forfeit all personal property on said premises. And balance of rent or remainder of lease shall become due and payable at once.

6. It is further understood and agreed that the all ad valorem taxes assessed against the above described real property, shall and will be paid by the lessor, and that all ad valorem taxes assessed against the personal property and improvements on said lands shall and will be paid by the lessee.

7. The lessor hereby agrees that at the expiration of this lease, the lessee shall have the refusal of a renewal of said lease for one year each, if agreeable by Mrs. I. B. Rickey, one of the lessors, or if the lessor desires to sell said property, the lessee shall have at its option the right and privilege of purchasing said property from the lessor at the highest price offered.

8. The lessor hereby warrants the title to said premises and covenants that the lessor shall have quiet and peaceful possession of the leased premises during the term hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal, the day and date first above mentioned.

H. I. Rickey

R. M. Rickey

V. D. Rickey

E. W. Rickey

Mrs. I. B. Rickey

H. A. Rickey

First Party

ATTEST:

C. R. Layne

Asst Secretary (CORPORATE SEAL)

WAITE PHILLIPS COMPANY.

By H. L. Dunkle

Vice President
Second Party.

STATE OF OKLAHOMA, }
COUNTY OF TULSA } SS.

Before me, the undersigned, a Notary Public, in and for said County and State on this 28 day of October, 1924, personally appeared Mrs. I. B. Rickey, V. D. Rickey, and E. W. Rickey to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires January 31, 1927

(SEAL)

Max Half, Notary Public

STATE OF KANSAS)

COUNTY OF WYANDOTTE) SS. Before me, the undersigned, a Notary Public, in and for said County