

by the party of the second part; and does hereby agree to hold free and harmless the party of the first part from any accidents to any person, or to personal property, occurring on said premises from any cause whatsoever.

It is understood and agreed, time being the essence of this provision, that if the party of the second part defaults in any payment as above set forth, or commits a breach of any of the provisions or covenants herein set forth, the party of the first part may immediately take possession of said premises, and any buildings, paraphernalia, etc., placed upon said premises by the party of the second part, and sell the same, after due notice and appraisal, this being a prior and superior lien to any other claim, lien or attachments on said property. Upon such default and such sale, as herein stated, the sums received at said sale shall be applied on the amounts due from the second party to the first party, the balance if any to be delivered to party of the second part.

It is further understood that the property herein leased will be used for park purposes only, and for no other object or purpose; that this lease will not be assigned without the written consent of the party of the first part, and the use of this property for any other purpose than herein designated, or an assignment of this lease without the written consent of the party of the first part, will entitle the party of the first part to immediate possession, and the balance remaining unpaid of the principal sum herein agreed upon shall be and become immediately due and payable.

It is further understood and agreed that a default on the part of the second party of any of the terms, conditions and agreements of this lease, shall terminate the term herein granted, and any and all notices required by laws to be given to enable the first party to take possession of said premises, upon the expiration of this lease, or default in the conditions thereof, are hereby waived.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

Attest: W. P. Moore, Secretary.
(Corp. Seal)

ORCUTT ADDITION COMPANY,
By Annie B. Orcutt, President.
F. C. Giddings.

State of Oklahoma,)
County of Tulsa,) SS.

Before me, the undersigned, a Notary Public in and for said county and State, on this 30th day of March, 1910, personally appeared F. C. Giddings, one of the parties to the foregoing lease, and to me personally known to be the party who signed the above lease, and acknowledged that he signed the same as his own free act and deed and for the purposes therein named.

Witness my hand and Notarial seal, the day and year above given.
(Seal) Frances Kimble, Notary Public.
My commission expires May 29, 1912.

Filed for record at Tulsa, Okla. Mar. 30, 1910 at 1:10 o'clock P. M.
H. C. Walkley, Register of Deeds (Seal)

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