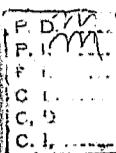


CONFERRED  
No. 823.



J. C. Hamilton

To

Lease,

J. D. Stearns,

Western Judicial District,

Cochrane,

Indian Territory.

This agreement, made and entered into on the 10th day of March A.D., 1871, by and between J. C. Hamilton of the one part, and J. D. Stearns of the other part, witness:

That the said J. D. Stearns, for the considerations and covenants to be paid and performed on the part of the said J. C. Hamilton, as lessee, aforesaid, has the day before last and arrived, and by these presents does let, lease and demise unto the said J. C. Hamilton, the following described property, to wit:

One brick store room located in the Hamer Building at No. 116 Main Street in the city of Tulsa, Indian Territory, said term of lease to begin on the 10th day of March A.D. 1871 and to continue for 2 years from date, subject to the conditions and covenants hereinafter specified and set forth.

In consideration of said leasing and renting, the said J. C. Hamilton does bind himself and promise to pay to the said J. D. Stearns, as rental for said property, the sum of twelve hundred Dollars, to be paid in 24 monthly installments of Fifty dollars each, said installments to be paid, proportionally on the tenth of each calendar month in advance; and in case of default in any or either said monthly payments for a period of five days after they are due, or should any, then, in such event, the said J. D. Stearns, shall at his option, still have the right to declare this lease cancelled, and the right to re-enter and take possession of said property without let, or without hindrance.

The said J. C. Hamilton agrees to drive no masts or other things into the water, or injure or in any way or manner injure the same for any part of said property.

The said J. C. Hamilton, agrees to take good care of said property, and to repair any damage done to the same through their carelessness or neglect, at their own expense, and at the expiration of this lease to deliver up said property to the said J. D. Stearns, in as good condition as the same now is, reasonable wear and tear excepted.

The destruction of the building on said premises by fire shall work a termination of this lease.

The said J. D. Stearns, is not to be held responsible for any damage done to the contents of said building by action of the elements.

The said J. C. Hamilton agrees to yield quiet and peaceable possession of said premises to the said J. D. Stearns on the termination of this lease.