

PREPARED

No. 1415.

W. H. Nicely

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Chattel Mortgage

J. C. Jacobs and Wife

P. M.
P. M.
P. L.
C. L.
C. L.

This instrument made and entered into this 11th day of April 1906 by and between W. H. Nicely, Part of the first part and J. C. Jacobs and Dene C. Jacobs, his wife, Parties of the second part.

Witnesseth: - That said party of the first part does hereby lease, let and rent unto the said parties of the second part the following described premises situate in the City of Tulsa, D. T., to-wit: -

The East room 25' x 90' on the first floor and all rooms in second and third floors of the Building to be erected by the party of the first part on the Westly seventy-five feet of lot 5 block 10 in said City according to the official plat thereof. For the term of three years commencing when said Building is completed and when said rooms are ready for occupancy. Said second parties to have the right to an extension of this lease for a term of two years from the expiration thereof for the same terms and conditions as herein set forth.

Said second parties shall pay and said first party shall accept as rental for said rooms the sum of \$300.00 per month payable monthly in advance and the receipt of the sum of \$300.00 for the first month the rent is hereby confessed and acknowledged. Said second parties shall furnish rooms with first class up-to-date furniture suitable for modern hotel.

Said second parties hereby agree to pay all water rent and gas rent and other expenses incidental to the use of said rooms. They further agree to use due care of said rooms, halls etc. and to deliver the same to the party of the first part upon expiration of the lease in as good condition as the same now are, natural wear and tear excepted. It is further agreed and understood that in case said second parties shall not use due and proper care of said premises then in such case the party of the first part may at his option annul this lease and take immediate possession of the property.

It is further agreed and understood that said party of the first part shall have a lien upon all furniture, goods, wares and merchandise, belonging to said second parties and located in or on the premises above described, to secure the payment of the rental herein set forth and that said second parties shall not have the right to remove any of said property from said premises so long as any rent is due under this contract without having first obtained the consent of the party of the first part to said removal. It is further agreed that said first party may have the right to file this contract in the proper office for recording liens and that this contract shall have all the force and legal effect incident to liens on personal property.

It is agreed and understood that said party of the first part shall have the right at all reasonable times to enter said premises for the purpose of making repairs and inspecting the property.

Said second parties shall have no right to assign this lease without the consent of the party of the first part.

Said first part hereby guarantees to said second parties the undisturbed possession of said premises so long as they fulfill the provisions of this lease and within the time specified and shall enter into no contracts which shall conflict with this lease.

In testimony whereof we have hereunto set our hands and seals the day and year first above written.

In presence of

K. M. Rodolf.

W. H. Nicely (L.S.)

Dene C. Jacobs (L.S.)

J. C. Jacobs (L.S.)

Acknowledgment.

Indian Territory, Western District, S.S.

Be It Remembered that came before me this day the undersigned a Notary Public in and for the Western