

No. 2932

P. D. M.
P. L.
C. L.
C. D.
C. I.

W. H. Jones

Is

Lease.

Mary Aschlimann,

This Agreement, entered into this 2nd day of October, 1906, by and between W. H. Jones, as Lessor, and Mary Aschlimann, as Lessee, Witnesseth:

That the said Lessor for the consideration paid and upon the terms and conditions to be performed by the said Lessee, as hereinafter set out, does hereby lease, let and demise unto the said Lessee Block Sixty-three (63) in the City of Tulsa, in the Indian Territory, together with all the appurtenances thereto belonging, for the term of One (1) Year, beginning October 10th, 1906 and ending October 10th, 1907.

As and by way of rent for each entire term of One (1) Year, the said Lessee has this day paid to the said Lessor the sum of One Thousand Dollars, the full receipt of which is hereby acknowledged.

The said Lessee hereby agrees that, during the term of this lease, no rails or other objects shall be driven into the walls of the buildings on said premises and that said walls and buildings shall not in any manner be injured or defaced; and the said Lessee hereby undertakes and agrees to take good care of said property and to promptly repair any damage or injury that may be done to same by or through the fault, default, negligence or carelessness of the said Lessee, his agents, servants or employees, or any persons or persons whom she may allow to enter said premises; but in no event shall the said Lessee be liable for any damage or injury to said premises caused or occasioned by the act of God or the public enemy.

At the expiration of the term of this lease, said Lessee shall surrender the possession of said premises to said Lessor, his heirs or assigns; provided further, and it is hereby so agreed by said Lessor and said Lessee, that, at the expiration of the term of this lease, the said Lessee shall have the option of purchasing said premises from said Lessor at and for the price of Nine Thousand Dollars in cash; but, if said Lessee shall not, at the expiration of the term of this lease exercise said option to purchase same for said price of Nine Thousand Dollars, (\$9000.00), in cash, said option shall forthwith expire and be at an end, and said Lessee thereupon cease to have any other or further right, interest or claim in or to said premises, there being of the essence of this agreement.

This contract is executed in duplicate; and, in witness hereof, we have hereunto subscribed our names as such Lessor and Lessee on the day and year first above written.

Witness: Guy Carroll

Witness: Albert W. Minor

W. H. Jones Lessor

Mary Aschlimann Lessee

Filed for Record Feb. 22, 1907, at 1:35 P. M.

O. L. Lorton

Deputy Clerk & Ex-Officio Recorder