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in Book 427, page 499

By E. Delman, Deputy

(SEAL)

O. D. Lawson, County Clerk

814760 C.J. **COMPARED**

THIS INDENTURE OF LEASE, made in duplicate, this 24th day of November 1922, by and between James H. Thomas, of first part (hereinafter called party of the first part, whether one or more) and W. T. Walsh of the second part (hereinafter called party of the second part.)

Witnesseth: That the party of the first part, for and in consideration of the rents, covenants and agreements hereinafter contained, does, and by these presents, demise lease and rent for a period of five years from the date on which building to be erected by party of the first part is completed ready for occupancy as determined by the contractor, G. D. Morrow and Sons, rent to begin upon notice of completion or upon actual occupation by party of the second part, to the party of the second part, the following described property to-wit:

The east one hundred twenty feet (120 ft) of Lot four (4) in block one hundred eightyone (181) of the original town of Tulsa, according to the recorded plat thereof, known as 824 South Boston Avenue.

The party of the second part, for and in consideration of the use and possession of said premises for said period does hereby agree to pay unto the party of the first part, the sum of twenty-eight thousand five hundred dollars (\$28500.00) said sum to be paid in the following amounts and at the times therein designated to-wit:

On this date (Nov 24, 1922) the sum of \$1425.00, receipt for which is hereby acknowledged, and at the beginning of each and every month after occupation or notice of completion, except that the above sum shall constitute the rental for the first three months, until the said total sum of twenty eight thousand five hundred dollars (\$28500.00) shall have been fully paid.

THE PARTY OF THE SECOND PART further agrees to keep and maintain all portions of the building let to him by the term of this contract, in as good state of repair as the same are turned over to him, natural wear and tare alone excepted, and to hold said first party free from any and all expense in the maintenance and occupancy of said building, including bills or assessments for light, heat, water, and any other expenses, and the said second party agrees to make all repairs in said building necessary to its use and occupancy, including the repairing to plumbing, papering or repairing or re-papering any portion of the property here let, and the second party agrees to hold said first party free from any and all expenses of any kind incidental to the use and occupancy of said building.

THE PARTY OF THE SECOND PART further agrees to hold free and harmless and does hereby release said first party from any and all damages that may occur to the contents of any portion of the building here let, during the term granted.

THE PARTY OF THE SECOND PART agrees not to use said building, or any portion thereof for any purpose that will increase the insurance rate or risk on said building, or for any purpose prohibited by the Statutes of the State of Oklahoma or the ordinances of The City of Tulsa

IT IS UNDERSTOOD AND AGREED, time is the essence of this contract, and should the party of the second part default in the payment of any installment of the principal sum herein named, the total principal sum shall become immediately due and payable and the party of the first part shall be entitled to the possession of the premises, at his option, and the property of said second party therein contained, and may sell and dispose