

218265 - BH COMPARED

BUILDING LEASE.

State of Oklahoma }
 County of Tulsa } SS

This indenture of lease, made and entered into this 9th day of Nov. 1922, by and between John O. Mitchell Company of first part (hereinafter called party of the first part whether one or more) and T. E. Montgomery Lumber Company, of second part, (hereinafter called party of the second part, whether one or more)

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 three years from the 1st day of January, 1923, to the party of the second part, the following described premises, to-wit:

All of lot one (1) and north twenty five feet (25')
 of lot two (2) Block thirty nine (39) original
 townsite of Tulsa, Oklahoma.

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 (\$4,000.00) forty five hundred and no/100 dollars, said sum to be paid in the following amounts and at the times therein designated, to-wit:

On the 1st day of Jan. 1923, the sum of one hundred twenty five dollars, and on the 1st day of each and every month thereof the sum of one hundred twenty five dollars, (\$125.00) until the said total sum of forty five hundred dollars (\$4500.00) 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 as turned over to him, natural wear and tear alone excepted, and to hold said ^{first} party free from any and all expense in the maintenance and occupancy of said building, including bills of assessments for light, heat water and ^{any} other expenses and the said second party agrees to make all repair 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 portion thereof~~, for any purposes 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 thereon contained, and may sell and dispose of said leasehold and said property of said second party at public auction, and the party of the second part shall be liable to the party of the first part for the remaining sum unpaid and the expenses incident to the collection thereof.

It is further understood and agreed that the property herein leased will be used for lumber yard, purposes only, and for no other object or purpose, and this lease shall not be assigned nor sublet without the written consent of the party of the first part.