

in book 432, page 617, By Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

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LEASE.

This lease made and entered into this the 21st day of January, 1922, by and between J. H. Berry ^{and E. H. Berry} his wife, parties of the first part and B. H. Lancaster party of the second part.

Witnesseth: That the said parties of the first part in consideration of the rents, covenants and agreements of the said party of the second part hereinafter set forth, do by these presents grant lease and rent to the said party of the second part, his heirs and assigns, the following described property and real estate situated in the City of Tulsa and State of Oklahoma, to-wit:

Lots one, two, three, four, five and six in Block
ten in the Berry addition to the City of Tulsa,
according to the recorder plat thereof,

To have and to hold, the same for a term of ten years commencing on the first day of July, 1922, and ending on the first day of July, 1932, and the party of the second part in consideration of the leasing of the said premises to him as above set out, covenants and agrees with the parties of the first part, their heirs or assigns, as the rents therefor, the sum of twelve hundred dollars a year during the life of this lease payable as follows, four thousand dollars cash in hand the receipt of which is hereby acknowledged by the parties of the first part, and at the end of the first forty months then the party of the second part will pay the rents as follows one hundred dollars each and every month thereafter during the life of this lease, payable monthly in advance.

It is further agreed by and between the parties hereto that at the expiration of this lease or at any time prior to said expiration of this lease the party of the second part has the right and privilege to remove from said premises all the building and improvements now located upon the said above described real estate together with all personal property now on said premises, and has the right to remove all the buildings and personal property he may place on said leased premises at any time from now until the expiration of this lease, and reserves the right to remove all building and improvements and all personal property on said real estate at the time this lease expires by its limitations herein named or by any expiration that might be hereinafter agreed upon.

It is further agreed that the parties of the first part pay all taxes assessed against the above real estate during the life of this lease and the party of the second part will pay all taxes assessed against the personal property and buildings that he now owns on said leased premises or may hereafter place on said premises by himself his heirs or assigns.

It is further agreed that all the covenants contained herein shall extend to and be binding upon the heirs, executors, administrators and assigns of the parties to this lease.

The said J. H. Berry one of the parties of the first part, covenants that he is the lawful owner of said leased premises and has a right to make this lease, and that he will warrant and defend the title to said real estate and premises to the party of the second part, and his heirs or assigns.

In witness whereof the parties hereto have subscribed their names the day