

325306-ACM

BUILDING LEASE

STATE OF OKLAHOMA, COMPARED

SS

County of Tulsa

THIS INDENTURE OF LEASE, made in duplicate, this 19th day of March, 1923, by and between D. A. McDougal of first part (hereinafter called party of the first part, whether one or more) and Harvey Young Oil 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 Five Years from the 5th day of August, 1923, to the party of the second part, the following described property, to-wit:

The North 60 feet of Lots Ten (10), Eleven (11), and Twelve (12),
Block Ten (10), in the Original Townsite of West Tulsa, Tulsa County,
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 (\$7320.00) Seventy-three Hundred Twenty and no/100 Dollars, said sum to be paid in the following amounts and at the time therein designated, to-wit:

On the 5th day of August, 1923, the sum of One Hundred Ten and No/1 00 Dollars per month for a period of twelve⁽¹²⁾ months, and on the 5th day of each and every month thereafter the sum of One Hundred twenty-five Dollars (\$125.00) until the said total sum of Seventy-three Hundred Twenty Dollars (\$7320.00) shall have been fully paid.

THE PARTY OF THE SECOND PART further agrees to keep and maintain all portions of the buildings let to him by the terms of this contract, in as good state of repair as the same are turned over to him, natural wear and tear along 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 herelet, and the second party agrees to hold said first party 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 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 of said leasehold and said property of said second part 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 Gasoline and Oil Filling Station purposes only, and for no other object or purpose, and