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COMPARED

LEASE.

State of Oklahoma)
 County of Tulsa) SS

This indenture of lease, made in duplicate this 9th day of May, 1923, by and between F. S. Filler, of Tulsa, Oklahoma, party of the first part, and Earle G. Hastings, of Tulsa, Oklahoma, party of the second part.

Witnesseth, that the party of the first part for and in consideration of rents, covenants and agreements, hereinafter contained, does and by these presents, does demise, lease and rent to the party of the second part, for a period of four years, from the 9th day of May, 1923, the following described property, to-wit:

The north sixty (60) feet of the east twenty (20) feet of lot twelve (12) and the north sixty (60) feet of lot eleven (11) and the north sixty (60) feet of lot ten (10) all in block seventeen (17) in the addition of west Tulsa, to Tulsa, Oklahoma, according to the recorded plat thereof in the Tulsa County record, together with a certain one (1) story brick filling station approximately twenty (20) feet by thirty (30) feet located thereon.

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 party of the first part the sum of one hundred twenty five (125) dollars, said sum to be paid on the 9th day of June, 1923, and a like sum on the 9th day of each and every month thereafter during the period of said lease.

Party of the first part consents that the party of the second part shall have the right to make such alterations and additions to said building and shall have the right to do such grading, construct such driveways, erect ^{such} other buildings instead of present improvements on said land, as second party shall desire during the term of said lease.

Party of the second part agrees to keep and maintain all parts of the building leased to him by the terms of this contract, in as good state of repairs as the same are turned over to him, natural wear and tear excepted, except same be replaced by other buildings, and to hold first party free from all and any expense in the maintenance and occupancy of said building, including bills for light, heat, water and other expenses, and also second party agrees to make all repairs, necessary to its use and occupancy, including the repairing to the plumbing, papering and paint, and second party agrees to hold the first party free from all and any expense incidental to the use and occupancy of said premises.

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 said building or premises, and second party further agrees not to use said building or any part thereof for any purposes prohibited by the Statutes of the State of Oklahoma or any of the Ordinances of the City of Tulsa.

It is further agreed that during the term of this lease or any extension thereof, second party shall have the right to sublease any part of said premises and the building or improvements thereon.

It is understood and agreed, time is the essence of this contract, and should party of the second part default in payment of any installment of rent,