

233610 - BH

COMPARED

BUILDING LEASE.

State of Oklahoma)
 County of Tulsa) SS

This indenture of lease made in duplicate, this 16th day of June, 1923, by and between Hugh Gary of first part (hereinafter called party of the first part, whether one or more) and Liberty Stores, Corporation, a corporation 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 first day of September, 1923, or as soon thereafter as ready for occupancy, to the party of the second part, the following described property, to-wit: A certain store building located at No. 13 North Lewis Ave., in the City of Tulsa, on lot thirteen (13) in Block four (4) in East Highlands addition to the City of Tulsa, Tulsa County, Oklahoma. Said store building being the north room, size 23' by 50% and basement, 20' by 23'.

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 (\$5400.00) five thousand, four hundred dollars, said sum to be paid in the following amount and at the times therein designated, to-wit:

On the first day of September, 1923, the sum of one hundred fifty dollars, or if said building is not complete at that date, as soon as ready for occupancy, and on the first day of each and every month thereafter the sum of one hundred fifty dollars, (\$150.00) until the said total sum of fifty four hundred dollars (\$5400.00) 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 of 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 more than 15 days in the payment 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 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.