

230215 - BH

COMPARED

LEASE.

This indenture of lease, made in duplicate this 23 day of March, 1923, by and between R. T. Daniel, party of the first part, lessor, and H. C. Kyle, party of the second part, lessee, witnesseth:

That the said party of the first part for and in consideration of the rents, covenants and agreements hereinafter contained, does by these presents, demise, lease, let and rent for a period of five years from the 1st day of April, 1923, to the party of the second part, the following described property, situated in Tulsa County, Oklahoma, to-wit: The ^{hotel} lobby room on the ground floor, and the second and third floors of the building located on lot three (3) in Block one hundred seven (107) of the original townsite of Tulsa, according to the recorded plat thereof, known as the "New Willard".

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 sixty thousand dollars, said sum to be payable as follows: \$1000.00 on the 1st day of April, 1923, \$1000.00 on the 1st day of each and every month thereafter in advance without demand until the total sum of \$60000^{fully} shall have been paid.

It is further provided that in the event of the assignment to creditors by the party of the second part, or either of them, of the institution of bankruptcy proceedings against the party of the second part, or either of them such events, or either of them, shall forthwith and of itself cancel and hold for naught this lease, and all rights thereunder, and possession of said property shall immediately, by such act or acts, pass to the party of the first part at his option.

The party of the second part further agrees that the expiration of the time given in this lease, to-wit: the 1st day of April, 1928, nineteen hundred twenty eight, without notice from first party to give possession of said portion of said building to said party of the first part in loss by fire alone excepted. The destruction of the building on said premises by any cause whatsoever shall work a ^{termination} forfeiture of this lease.

The party of the second part further agrees to keep and maintain, at his own expense, all portions of the said premises above described in as good state of repair as the same are when turned over to him and agrees that at the end of this lease or the sooner termination thereof, to turn peaceable possession of the premises to the party of the first part in as good condition as they now are, natural wear and tear and damage by the elements alone excepted.

Party of the second part hereby covenants and agrees to replace at his own cost all glass broken during the life of this lease, from the said building by any cause whatsoever, and further agrees to keep all lights and fixtures, all gas and water pipes and all electric light wires and connections in said building in as good state of repair and in a safe condition at his own cost, so as not to endanger the said building, or increase the rate of insurance during the life of this lease.

Party of the second part further agrees to keep all plumbing in a good state of repair at his own expense, during the life of this lease, and to keep all sinks, basins, and toilets and other portions of said premises in a clean and sanitary condition, and agrees to keep all water, gas, and electric bills issued against the said premises during the life of this lease, paid promptly, so as to keep the said party of the first part and the said premises in good standing with the corporations furnishing the