

232997-ACM

BUILDING LEASE

COMPARED

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

THIS INDENTURE OF LEASE, made in duplicate, this 4th day of June, 1923, by and between Alice M. Mitchell, of first party (hereinafter called party of the first part, whether one or more,) and THE PETROLEUM PUBLISHING COMPANY, A CORPORATION, of second part, (hereinafter called party of the second part, whether one or more.)

WITNESSETH 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 TEN YEARS from the 1st day of July, 1923, to the party of the second part, the following described property, to-wit:

LOT Number Eight (8) and the east ~~ten~~ (10) feet of Lot Number Seven (7), Block One Hundred Three (103) Original Town of Tulsa, Oklahoma, according to the recorded plat thereof, along with the two story building known as Nos. 114 and 116 West Second Street, and the small one story concrete building in the rear thereof.

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 Fifty-seven Thousand and no/100 (\$57,000.00), said sum to be paid in the following amounts and at the times therein designated, to wit:

ON THE 1st day of July, 1923, the sum of Four Hundred Seventy five Dollars (\$475.00) and on the 1st day of each and every month thereafter the sum of Four Hundred Seventy-five Dollars (\$475.00) until the said total sum of Fifty-seven Thousand and no/100 (\$57,000.00) 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 tear and loss by fire or tornado 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 to plumbing, papering or repairing or re-papering any portion of the property heretofore, 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 in the payment of any installment of the principal sum herein named for a period of thirty (30) days from the time such payment or installment of rent become due and payable, the total principal sum shall become immediately due and payable, and the party of the ~~same~~ first party 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