

first part, whether one or more, and E. E. Peppers and L. R. Braley 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 15th day of January 1923, to the party of the second part, the following described property, to-wit:

Lots 6-7-8-9 in Block 33 together withall building and other improvements thereon, for residence purposes and also The So<sup>1</sup>/<sub>2</sub> of the So<sup>1</sup>/<sub>2</sub> of Tract "D" to be used for the erection and use of a garage and filling station - All in the Town of Dawson

COMPARED

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 (\$20.00 per mo for first 12 months and \$25.00 per mo for the next 24 months to be paid in the following amounts and at the times therein designated, to-wit:

On the 15 day of Jan. 1923, the sum of Twenty Dollars and on the 15 day of each and every month thereafter the sum of Twenty Dollars (\$20.00) for 12 months and (\$25.00) per o month payable in like manner on the 15th day of each month for the next 24 months until the said sum of -----Dollars 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 term of this contract, in as good state of repair as the same are turned over to him, natural wear and tare 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 of 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 Dawson.

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 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 thereto to the collection thereof.

IT IS FURTHER UNDERSTOOD AND AGREED that the property herein leased will be used for residence on lots 6-7-8-9 and on So part Tract "D" to be used for a garage and filling station, purposes only and for no other object or purpose, and this lease shall not be assigned nor sublet without the written consent of the party of the first part.

IT IS FURTHER PROVIDED that in the event of the assignment to creditors by the party of the second part, or either of them, or the institution of bankruptcy proceedings against