A tract of land in Block 137 of the original town, now City of Tulsa, Tulsa, County, Oklahoma beginning at the Southeasterly corner of said Block 137; thence Northerly on a line parallel to Cincinnati Avenue a distance of 75 feet; thence Westerly on a line parallel to Fifth Street a distance of 140 feet; thence Southerly on a line parallel to Cincinnati Avenue a distance of 75 feet; thence Easterly on a line parallel to Fifth Street a distance of 140 feet to place of beginning; said tract having a frontage of 75 feet on Cincinnati Avenue, and of 140 feet on Fifth Street, all in the City of Tulsa, County of Tulsa, State of Oklahoma. 229

464

TO HAVE AND TOHOLD the above described premises with the rights, privileges and appurtenances thereunto appertaining, unto the Lessee for the full term of ninety-nine years, from the 1st day of October, A.D., 1923, for, during anduntil the 1st day of October, A.D., 2022, unless said terms be sconer and ended under the terms hereof.

Second; The lessee covenants and agrees, in consideration of the leasing aforesaid, to pay to the Lessor as rental for said premises during the five years beginning on the 1st day of October, 1923, the sum of thirty-six hundred (\$3600.00) Dollars, in cash, in cincident with the execution hereof, the same to cover the advance rental for the year beginning October 1st, 1923, the receipt whereof is hereby acknowledged, and a like sum of thirty-six hundred (\$3600.00) dollars per annum, payable in advance on the first days of October for four succeeding years, in legal tender of the United States of America, the said sum being six per cent (6%) on a present valuation of eight hundred (\$800.00) dollars per front foot of said leased premises; each of said payments to be made without deduction or abatement whatsoever at such place in the City of Tulsa, County of Tulsa, State of Oklahoma, as the Lessor may appoint; and , during the remainder of the term of this lease the sums ascertained as hereinafter provided and as aforesaid; and, also, as additional rent, the Lessee covenants and agrees with the Lessor, its successors and assigns, to pay in full all special assessments, water rents and other like impositions of every kind and nature whatsoever, which may be levied, charged or imposed upon said premises, or any part thereof, or on any improvements thereon for and during each year of this lease , and the re celpts evidencing such payments within thirty (30) days after making the same shall be delivered by the Lessee to the Lessor, its successors and assigns. It being understood that the Lessee hath contracted herein, on the understanding that the said leased premises are now, and shall be at all times during the term of this lease, exempt from all state, county municipal ad valorem taxes; and in the event that any such ad valorem taxes on said prenises shall ever, during the life of this lease, be chargeable against said premises, or in the event that the lessee, its successors or assigns shall be obligated to pay, and shall pay such ad valorem taxes thereon, the same shall be deducted from the rentals provided to be paid hereunder.

Third: The Lessee further covenants and agrees with the Lessor, its successors and assigns, that no building will be constructed or erected within the above described premises other than a good, substantial, fireproof building, (said improvements to cost not less than \$150,000.00 and to be begun not later than three months after this date); to be erected in accordance with all the laws and ordinances in force at the time of the erection of said building that are or may be applicable thereto; and in according with all building

11