

237079 C.J. COMPARED

## L E A S E

THIS AGREEMENT, Made and entered into in duplicate, this 24th day of July, 1923 by and between Annie C. Archer a widow hereinafter designated together as party of the first part, and WAITE PHILLIPS COMPANY, a corporation, party of the second part,

## WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter set forth to be performed by the party of the second part, does by these presents, demise, lease and let unto the party of the second part the following described premises situate in Tulsa County, State of Oklahoma, to-wit:

That portion of Lot 1, of Block 5 of the original town of Tulsa, and of Lot 10, of Block 11 of North Tulsa Addition to the town of Tulsa, bound as follows, to-wit; Commencing at the Southeast corner of Lot 1 aforesaid; thence in a northerly direction along the East line of said lots 1 and 10 a distance of 75 feet; thence running in a Westerly direction and parallel to the South line of said lot 1 a distance of 75 feet; thence running in a Southerly direction parallel to the East line of said Lots 1 and 10 a distance of 75 feet to the South line of said Lot 1; thence in an easterly direction along the South line of said lot 1 to the place of beginning.

TO HAVE AND TO HOLD the same unto the party of the second part for the term of ten (10) years from the 15th day of August, 1923.

As a further consideration, party of the second part promises and agrees to pay unto the party of the first part the sum of One Hundred Twenty-five (\$125.00) Dollars per month, during the first five (5) years, and the sum of One Hundred Fifty (\$150.00) Dollars per month during the last five (5) years of the term of this lease, due and payable in advance on the first day of each and every month during said term, by check of the party of the second part mailed to party of the first part at their last known address, or mailed to the depository for deposit to their credit in the Bank, at Tulsa, Oklahoma.

It is agreed that should the party of the second part default in the payment of any rental as above provided, for a period of ten days and shall continue in default for ten days after notice thereof is given to the party of the first part, then the party of the first part may elect to terminate this lease and re-enter and take possession of said premises.

The party of the second part covenants and agrees that it will not commit waste on said premises or permit the same to be committed thereon, and that it will not conduct or permit to be conducted thereon any business that is prohibited by law or that is extra hazardous.

The party of the second part further agrees that at the end of this lease or sooner termination thereof, it shall surrender peaceable possession of the said premises to the party of the first part in as good condition as it may have received the same, usual wear and tear and damage not occasioned by the acts of the party of the second part excepted, and that party of the first part may re-enter and take possession without notice.

It is agreed that the party of the second part shall have the right to conduct any lawful business upon said premises, including the maintaining of filling stations for the sale of petroleum products and that it shall have the right to construct and erect and place in and upon said premises any building, structures, machinery, equipment and material which it may desire to use in connection with such business as may be engaged by it upon said