

235197 C.J.

L E A S E

THIS LEASE, made this 16th day of February, 1923, by and between Dudley Moore of the first part, and C. F. Hofstra of the second part,

WITNESSETH, that the said first party in consideration of the covenants and agreements hereinafter set forth, does by these presents demise, lease and let unto the second party, the following described property, situated in the County of Tulsa, State of Oklahoma, to-wit:

One store building, together with all outbuildings, located on the following described tract of land, and known as "Dudley Moore Place" at the intersection of Peoria and Pine Streets.

TO HAVE AND TO HOLD the same to the second party from the 16th day of February, 1923, to the 16th day of February, 1928. And said second party in consideration of the premises herein set forth agrees to pay to the first party as rental for above described premises, (the sum of Seventy-five (\$75) Dollars on February 16, 1923, and Seventy-five (\$75) Dollars for each of the five next succeeding months thereafter, and One Hundred (\$100) Dollars on August 16, 1923, and One Hundred (\$100) Dollars on the 16th day of each succeeding month thereafter during the life of this lease.

IT IS FURTHER AGREED, by and between the parties hereto that second party will not trade nor traffic in alcoholic liquors on said premises nor permit gambling thereon.

IT IS FURTHER AGREED, at the end of this lease, or sooner termination thereof, the second party shall give peaceable possession of the premises to the first party in as good condition as they are now, the usual wear and tear and damage by the elements alone excepted. And on the non-payment of the rent or any part thereof, at the time as above specified, the first party may distrain from rent due and declare this lease at an end and void and re-enter and recover possession by forcible entry and detainer, and notice of such election and demand of possession are hereby waived. This lease shall not be considered renewed except by agreement of the parties. )

The covenants and agreements of this lease shall extend to and be binding upon the heirs, executors and assigns of the parties hereto.

Witness our hands and seals the first above written.

Dud Moore

C. F. Hofstra

STATE OF OKLAHOMA,  
COUNTY OF TULSA SS.

Before me, the undersigned, a Notary Public in and for said county and State, on this 16th day of February, 1923, personally appeared Dudley Moore, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

My commission Expires Nov. 21, 1923

(SEAL)

H. H. Kandel Jr.

Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, July 7, 1923 at 9:00 o'clock A. M.  
in Book 464, page 54

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk