

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.

Given under my hand and seal the day and year last above written.

(SEAL) H. P. Guy, Notary Public.

My commission expires May 15, 1926.

Filed for record in Tulsa, Okla. on Aug. 3, 1923, at 9:35 A.M. and duly recorded in book 467, page 115, By Brady Brown, Deputy,

(SEAL) O.C. Weaver, County Clerk.

237249 - BH **COMPARED**

BUILDING LEASE.

State of Oklahoma)
County of Tulsa) SS

This indenture of lease, made in duplicate, this 2nd day of August, 1923 by and between J. A. Farnsworth of first part, (hereinafter called party of the first part, whether one or more) and Walter H. Hill, of second part, (hereinafter called party of the first 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 21 months from the 21st day of August, 1923, to the party of the second part the following described property, to-wit:

One cement block store building located at No. 409 East
Thirteenth Street in the City of Tulsa, Oklahoma,

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 \$50.00 per month, fifty and no/100 dollars, said sum to be paid in the following amounts and at the time therein designated to-wit: On the 21st day of August, 1923, the sum of \$50.00 dollars and on the 21st day of each and every month thereafter the sum of \$50.00 (\$50.00) until the said total sum of one thousand fifty dollars (\$1050.00) 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 terms of this contract, in as good state of repair as the same are turned over to him, natural wear and tear 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 to make all repairs in said building necessary to its use and occupancy, including the repairing to plumbing, paper or repairing or repapering any portion of the property herelet, and the second party agrees to hold said first party from any and all expenses of any kind incidental to the use and occupancy of said building.

Then 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 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 ordinance of the City of Tulsa.

It is understood and agreed, time is the essence of this contract, and should

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