

239395 - BH

## BUILDING LEASE.

COMPARED

State of Oklahoma )  
 County of Tulsa ) SS

This indenture of lesse, made in duplicate, this 24th day of May, 1923, by and between James M. Calvert, owner, party of the first part, and Frank S. Foster, party of the second part,

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 period of one year from the 24th day of May, 1923, to the party of the second part the following described property, to-wit: Frame store and residence located at corner of King and Rockford Streets, being at South east corner of lot 13 Block 1, Crutchfield addition to Tulsa, Okla. including outdoor space adjoining said building not exceeding  $\frac{1}{2}$  the distance to house on west, nor  $\frac{1}{2}$  the frontage including building same distance back.

The party of the second part for and in consideration of the uses and possession of said premises for said period, does hereby agree to pay unto the party of the first part, the sum of (\$480.00 four hundred and eighty dollars, said sum to be paid in the following amounts at the times herein designated, to-wit: On the 24th day of May, 1923, the sum of forty dollars and on the 24th day of each and every month thereafter the sum of forty dollars (\$40.00) until the said total sum of four hundred and eighty dollars (\$480.00) shall have been fully paid.

The party of the second part further agrees to keep and maintain all portions of the building let to him by 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 all 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 or repapering any portions of the property herelet, and the second party agrees to hold said first party free from any and all expense 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 of the ordinances of the City of Tulsa, Okla.

It is understood and agreed, time is the essence of this contract, and should the party of the second part default in 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 the 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 party of the first part for the remaining sum unpaid and expense incident to collection thereof.

It is further understood and agreed that the property herein leased will be used for Grocery market or other business not more hazardous purposes only, and for no other