

(SEAL) C. D. Coggeshall, Notary Public.

My commission expires May 7, 1927.

Filed for record in Tulsa County, Okla. on Sept. ¹⁷⁻¹⁹²³ 11:00 A.M. recorded in book 467, page _____, Brady Brown, Deputy.

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

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LEASE.

COMPARED

Know all men by these presents: That A. B. Kirby, party of the first part, in consideration of the covenants and agreements hereinafter set forth, hereby demises, leases and lets unto A. E. Matlock, party of the second part, the following described premises, situated in Tulsa County, State of Oklahoma, to-wit: 5 room house and all outbuildings known as 1501 Center Street, Collinsville, Okla. situated on lot 1, Block 73.

To have and to hold the same to the second party from the 1st day of September, 1923, to the 1st day of September, 1924. And the second party in consideration of the premises herein set forth agrees to pay to the first party as rental for the above described premises the \$300.00 per year payable as follows -- three months rent in advance (\$75.00) three months rent (\$75.00) December 1st three months rent (\$75.00) March 1st, three months rent (\$75.00) June 1st, 1924. An option is hereby granted party of the second part of buying said property for \$2500.00, with rent paid, as described above, to apply as part payment plus interest.

It is further agreed, that the second party shall not assign this lease or sub-let the premises or any part thereof, without the consent of the first party; and it is also agreed that upon the failure to pay the rentals or any part thereof as herein provided, or to otherwise comply with the terms and conditions of this lease then the first party may declare this lease at an end and void, and re-enter and take possession of said premises.

It is further agreed that at the end of this lease or sooner termination thereof the second party shall give peaceful possession of the premises to the first party in as good condition as they ^{are} now, the usual wear and tear and damages by the elements alone excepted. And upon the non-payment of the rent, or any part thereof, at the time above specified said first party may discontinue for 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 express agreement of the parties.

In construing this instrument the words "first party" and "second party" wherever used shall be held to mean the persons named in the preamble as parties hereto.

Dated this 22nd day of August, 1923.

Signed in the presence of
J. A. Bestie,
E. P. Hopkins

A. B. Kirby,
A. E. Matlock.

State of Oklahoma)
Tulsa County) SS

Before me, the undersigned, a Notary Public, in and for said county and state on this 22nd day of August, 19, 1923, personally appeared A. B. Kirby and A. E. Matlock, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

(SEAL) J. A. Reavis, Notary Public.

My commission expires March 2, 1925.