

Filed for record in Tulsa, Tulsa County, Oklahoma, Oct. 8, 1923, at 10:00 o'clock A.M.  
and recorded in Book 479, Page 187.

By Brady Brown, Deputy.

(Seal)

O. G. Weaver, County Clerk.

-----  
241640 C.M.J.

LEASE.

COMPARED

THIS INDENTURE OF LEASE, Made in duplicate this 3rd day of October, 1923, by and between Craigo & Young, party of the first part, lessor, and David B. Herdan party of the second part, lessee, Witnesseth:

That the said party of the first part for and in consideration of the rents, covenants and agreements hereinafter contained, does by these presents, demise, lease, let and rent for a period of Five years from the 15th day of October 1923, to the part- of the second part, the following described property, situated in Tulsa County, Oklahoma, to-wit:

Storeroom known as No. 19 West Third St. being a part Lot 8, Block 104

Original town.

Party of second part is hereby given permission to remodel front and interior of room at his option.

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 27000.00 said sum to be payable as follows: \$450.00 on the 15th day of October 1923, \$450.00 on the 15th day of each and every month thereafter in advance without demand until the total sum of \$27000.00 shall have been fully paid.

It is further provided that in the event of the assignment to creditors by the party of the second part, or either of them, or the institution of bankruptcy proceedings against the party of the second part, or either of them such events, or either of them, shall forthwith and of itself cancel and hold for naught this lease, and all rights thereunder, and possession of said property shall immediately, by such act or acts, pass to the parties of the first part, at their option.

The party of the second part further agrees that the expiration of the time given in this lease, to-wit: the 14th day of October, 1928 without notice from first parties to give possession of said portion of said building to said parties of the first part, loss by fire, alone excepted. The destruction of the building on said premises by any cause whatsoever shall work a termination of this lease.

The party of the second part further agrees to keep and maintain, at his own expense, all portions of the said premises above described in as good state of repair as the same are when turned over to him and agrees that at the end of this lease or the sooner termination thereof, to turn peaceable possession of the premises to the party of the first part in as good condition as they are now, natural wear and tear and damage by the elements alone excepted.

Party of the second part hereby covenants and agrees to replace at his own cost all glass broken during the life of this lease, from the said building by any cause whatsoever, and further agree to keep all lights and fixtures, all gas and water pipes and all electric light wires and connections in said buildings in a good state of repair and in a safe condition at his own cost, so as not to endanger the said building, or increase the rate of insurance during the life of this lease.

Party of the second part further agrees to keep all plumbing in good state of repair at his own expense, during the life of this lease, and to keep all sinks, basins, and toilets and other portions of said premises in a clean and sanitary condition, and agree to keep all water, gas and electric bills issued against the said premises, during the life of this lease,