

No alternation of the interior or exterior of said building shall be made by the party of the second part without the written consent of the party of the first part.

In the event of the destruction of said building by fire or otherwise, or the injury thereof to such an extent as to render same untenable from any cause whatsoever, this contract shall cease and be of no further effect, except as to the lien of first party for any sum due him under the terms hereof, which shall remain in full force and effect, as hereinafter provided for.

COMPARED

It is agreed that first party shall have, and second party does hereby give and grant unto said party, a lien upon all furniture, fixtures, and property of every kind brought into said premises by second party as security for the rentals to become due under the terms of this lease, and also as security for the further sum of One Thousand (\$1000.00) Dollars, which sum has this day been advanced by first party to second party, said sum being evidenced by the promissory note of second party of even date herewith, payable in installments of One Hundred (\$100.00) Dollars per month, with interest thereon at the rate of eight per cent per annum from date until paid.

Time is hereby declared to be the essence of this contract for the payment of the rentals herein provided for, and also for the payment of the installments to become due upon said note, and the payment thereof when due shall be a condition precedent to the right of second party to continue this lease in force, and upon failure of second party to pay same when due, or in the event of the breach of any other condition of this lease, first party may immediately declare said lease forfeited, and may re-enter and take possession of said premises, and by so doing he shall not be held to waive the right to collect any rentals then due, or any installments upon said note remaining unpaid, but may proceed to enforce his lien against the property and effects of second party in the same manner as if no forfeiture of the lease had been declared.

Second party also agrees to pay promptly, and not permit to become delinquent all charges for water, electricity and gas used in said premises, and agrees to hold first party harmless on account thereof.

First party shall not be liable to second party for any damages to her property by reason of the action of the elements, or by reason of or on account of gas, water, rain, snow, which may leak into, issue or flow from or into any part of said building, or from the pipes or plumbing works therein, or from any other sources or causes whatsoever.

Second party agrees to keep said premises in good repair at her own cost, and at the expiration of the term let, or sooner termination thereof as herein provided, to deliver up the peaceable possession of said premises without notice or demand therefor.

Executed at Tulsa, Oklahoma, the date first above written.

Joe Kostachek, First Party

Willie Presley, Second party.

State of Oklahoma,)
Tulsa County.) ss.

Before me a Notary Public in and for said County and State, on this 25th day of June 1923, personally appeared Joe Kostachek and Willie Presley to me known to be the identical persons who executed the 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.

My commission expires March 1, 1924. (Seal)

Thos. R. Gentry, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Nov. 22, 1923 at 8:00 o'clock A.M. and recorded in Book 479, Page 486.

By Brady Brown, Deputy.

(Seal)

O. G. Weaver, County Clerk.