

244034 C.J.

LEASE

COMPARED

THIS INDENTURE, Made this the 3rd day of October, 1923, by and between W. L. Davis and Florence M. Davis, his wife, of Tulsa, Oklahoma, parties of the first part, ( hereinafter designated the lessors), and Frank M. Wooden, of Tulsa, Oklahoma, Party of the second part, ( hereinafter designated as the lessee), WITNESSETH, That,

WHEREAS on the 10th day of September, 1923, a certain written lease contract was entered into between the parties hereto by the terms of which said lessors leased unto the lessee the following described premises, to-wit:

The South 65 feet of Lot 6 of Powers re-subdivision of Lots 9 and 12 of Block 2 of the Pomeroy Heights Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof,

for a term of seven years from and after the 10th day of September, 1923, for and during and until the 10th day of September, 1930, which said lease was filed for record in the office of the County Clerk of Tulsa County, Oklahoma on the 11th day of September, 1923, at 10:40 o'clock, A. M., and recorded in Book 468 at page 308 in the records of said office. And, WHEREAS,

The parties hereto have since said date discovered that the lessor is the owner of or has some right, title or interest in and to a tract of land situate and lying South of the above described premises and adjoining the cement hard surfaced road on the South, which said tract the lessee desires to lease for a term expiration with the termination of the above mentioned lease dated September 10, 1923;

NOW THEREFORE, for and in consideration of the sum of \$1.00 (one Dollar) paid by the lessee to the lessors, receipt whereof is hereby acknowledged, lessors hereby and by these presents lease and let unto the lessee all the lands lying and situate between the tract of land first above described and the cement hard surfaced road on the South thereof, which is owned by the lessor or in which said lessor has or may acquire any right, title or interest, for a term to expire upon the termination of the lease first above described, and without the payment of any other or further rentals whatsoever,

This contract is binding upon the parties hereto, their heirs, administrators and assigns, and is executed in duplicate, one copy being delivered to the lessors and one to the lessee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and date first above written.

W. L. Davis

Florence M. Davis  
Parties of the First Part

*Illegible*  
Party of the second part

STATE OF OKLAHOMA,  
TULSA COUNTY, SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 9th day of October, 1923, personally appeared W. L. Davis and Florence M. Davis, his wife, 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.

My commission expires Feb. 19, 1924 (SEAL) Edgar M. Lee, Notary Public  
Filed for record in Tulsa County, Tulsa Oklahoma, Nov. 7, 1923 at 3:30 o'clock P. M. in Book 480, page 184

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk