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By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

245359 C.J.

L E A S E.

COMPARED

THIS LEASE, made and entered into by and between Dan M. Setser, and Ruth E. Setser, his wife, first parties, and the Harvey-Young Oil Corporation, a second party, WITNESSETH:

That for and in consideration of the sum of forty two thousand six hundred and seventy five dollars, (\$42,675.00), three hundred twenty five dollars, (\$325.00) paid by second party to first parties, receipt whereof is hereby acknowledged, and of the payment and performance by second party, its successors or assigns, of the rents, conditions, stipulations and agreements hereinafter provided for to be paid, kept and performed by second party, its successors and assigns, first parties hereby and by these presents lease and let unto second party its successors and assigns, for a term of TEN (10) YEARS from the 1st day of November 1923, and said term to expire on the 31st day of October 1933 for use as a gasoline filling station or any other legitimate purpose, the following described premises, to-wit:

The North Fifty (50) feet of Lot Seven (7) in Block One Hundred Eighty-two (182), in the original town, now City of Tulsa, Oklahoma, according to the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining during the term of this lease, first parties covenant, promise and agree to keep same free and clear from all former and other grants, titles, charges, estates, judgments, taxes and assessments of whatsoever kind and nature, except the separate taxes of second party upon improvements made by it upon said premises; and that they will warrant and defend the same unto the said second party, its successors and assigns, during the term of this lease, against said parties of the first part, their heirs and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same: PROVIDED ALWAYS, that the owners of said premises shall at all times have the right and privilege of mortgaging or selling said premises subject to this lease, but this right and privilege shall in no event be construed so as to affect in any way the rights of second party, as set forth in this lease during its full term.

Second party is to pay to first parties in advance on the first business day of each and every month during the term of this lease as follows: Three Hundred Twenty Five Dollars (\$325.00) being this day paid covering the rental on said premises for one month, viz: November and to pay after expiration of said month three hundred Twenty-Five (\$325.00) Dollars on the first business day of each and every month for the remainder of the period covering the first Four (4) years and Six (6) months of this lease; three hundred and Fifty (\$350.00) Dollars on the first business day of each and every month during the period covering the next two years of this lease; and Four Hundred (\$400.00) Dollars on the first business day of each and every month during the period covering the remaining THREE (3) years and FIVE (5) months of this lease.

Second party further agrees that in case of its failure to pay such rental on the first business day of each and every month, it will pay to first parties an additional sum of Five Dollars (\$5.00) for each and every day thereafter during which such monthly rental remains unpaid, it being agreed that said sum shall represent damages to first parties by reason of the failure of second party to make such monthly payments promptly. It is further understood and agreed that should any payment or rental be delayed for Thirty (30) days, together with such additional sum of five dollars per day as may be due from second party to first parties, under the provisions of this lease, first parties may, at their option, by