

246200 C.J.

BUILDING LEASE

STATE OF OKLAHOMA,)
County of Tulsa) SS.

COMPARED

THIS INDENTURE OF LEASE, made in duplicate, this 6th. day of December, 1923 by and between S. A. Todd, of first part(hereinafter called party of the first part, whether one or more,) and James C. Martin of second part, (hereinafter called party of the second part, whether one or more.)

WITNESSETH: That the party of the first part, for and in consideration of the rents, covenants and agreements hereinafter contained, does, and by these presents, demise, lease and rent, for a period of One year from the 10th. day of December 1923, to the party of the second part, the following described property, to-wit:

All the property, together with the improvements , located at 2702 East Eleventh Stree, City of Tulsa, Oklahoma, and officially described as; W $\frac{1}{2}$ of W $\frac{1}{2}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section Eight (8) Twp. 19 N. Range 13 E. Tulsa, County, Oklahoma, containing 2 $\frac{1}{2}$ Acres more or less.

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 (\$720.00) Seven Hundred Twenty & No/100 Dollars, said sum to be paid in the following amounts and at the times therein designated, to-wit:

On the 10th day of December, 1923, the sum of Sixty & No/100 Dollars and on the 10th day of each and every month thereafter the sum of Sixty & No/100 Dollars (\$60.00) until the said total sum of Seven Hundred & No/100 Dollars (\$720.00), shall have been fully paid.

THE PARTY OF THE SECOND PART further agrees to keep and maintain all portions of the building let to him by the term of this contract, in as good state of repair as the same are turned over to him, natural wear and tare alone excepted, and to hold said first party free from any and all expense in the maintenance and occupancy of said building, including bills or assessments for light, heat, water, and any other expenses, and the said second party agrees to make all repairs in said building necessary to its use and occupancy, including the repairing to plumbing, papering or repairing or re-papering any portion of the property here let, and the second party agrees to hold said first party free from any and all expenses of any kind incidental to the use and occupancy of said building.

THE PARTY OF THE SECOND PART further agrees to hold free and harmless and does hereby release said first party from any and all damages that may occur to the contents of any portion of the building here let, during the term granted.

THE PARTY OF THE SECOND PART agrees not to use said building, or any portion thereof, for any purpose that will increase the insurance rate or risk on said building, or for any purpose prohibited by the Statutes of the State of Oklahoma or the ordinances of the City of Tulsa.

IT IS UNDERSTOOD AND AGREED, time is the essence of this contract, and should the party of the second part default in the payment of any installment of the principal sum herein named, the total principal sum shall become immediately due and payable and the party of the first part shall be entitled to the possession of the premises, at his option, and the property of said second party therein contained, and may sell and dispose of said leasehold and said property of said second party at public auction, and the party of the second part shall be liable to the party of the first part for the remaining sum unpaid and the expenses incident to the collection thereof.

IT IS FURTHER UNDERSTOOD AND AGREED THAT the property herein leased will be used for Residence purposes only, and for no other object or purpose, and this lease shall not be assigned