Witness my hand and official seal the day and year above set forth,

and the property of the state of

My commission expires Sept 13, 1927 (SEAL) Margaret Rouse, Notary Public Filed for record in Tulsa County, Tuksa Oklahoma, Feby 19, 1924 at 1:00 o'clock P. M. in Book 486, page 261

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

251496 C.J.

BUILDING LEASE

STATE OF OKLAHOMA,)
C ounty of Tulsa)

COMPARED

486

THIS INDENTURE OF LEASE, made in duplicate, this 28th day of January , 1924 by and between F. A. Fuller of first part (hereinafter called party of the first part, whether one or more,) and Jack Davidson of the second part, (hereinafter called party of the first 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 five years from the First day of February 1924, to the party of the second part, the following described property, to-wit:

Building located on West 17th street, West Tulsa, Oklahoma, situated on the west portion of lot Eleven (11) and the East portion of lot Twelve (12) Block Eighteen (18) West Tulsa, Oklahoma, building known as Caraway Drug Store,

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 (\$4500.00) Forty Five Hundred and No/100 Dollars, said sum to be paid in the following amounts and at the time therein designated, to-wit:

On the First day of February, 1924 the sum of Seventy Five Dollars and on the First day of each and every month thereafter the sum of Seventy Five Dollars (\$75.00) until the said total sum of Forty Five Hundred and no/100 Dollars (\$4500.00) 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 terms of this contract, in as good state of repair as the same are turned over to him, natural wear and tear along 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 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 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

H (4)