

brick building thereon, and all appurtenances thereof, the premises leased being commonly known as 618 East Fourth Street in said City of Tulsa.

To have and To Hold the same to said Parties of the second part for a term of ten (10) months from the 5th day of June, 1924.

In consideration of the premises herein set forth, said parties of the second Part agree to pay to said Party of the First Part, as rental for the above described premises, the sum of Two Hundred Fifty (\$250.00) Dollars per month, due and payable on or before the 5th day of each month, the first of said payments to be due on or before the 5th day of June, 1924.

It is further agreed that parties of the Second Part shall have the right to sublet the premises or any part thereof, without the consent of the Party of the First Part, and it is also agreed that upon the failure to pay the rentals or any part thereof, as herein provided, or otherwise to comply with the terms and conditions of this lease said Parties of the Second part, then said Party of the First Part may declare this lease terminated, and may re-enter and take possession of said premises.

It is expressly agreed that if said Parties of the Second Part sublet the premises or any part thereof, that his sub-lessee or sub-lessees shall be bound by all the agreements and conditions of this lease.

Upon the termination of this lease, or its renewal, if any, Parties of the Second Part shall give peaceable possession of said premises to Party of the First Part, in as good condition as they now are, usual wear and tear and damage by fire, or the elements alone excepted.

There is hereby granted by said Party of the First Part to said Parties of the Second Part, or either of them, an option upon the expiration of this lease to renew the same for a further term of two years, at a rental of Three Hundred (\$300.00) Dollars per month, the other terms, and conditions of this lease to remain in full force and effect.

It is understood by said Party of the First Part that said Parties of the Second Part will form a co-partnership, and as said co-partnership, will conduct at said 618 East Fourth Street, an automobile service garage, and the use of said premises by said co-partnership under this lease, is hereby consented to by said Party of the First Part, and said Party of the First Part further agrees that in case said partnership is dissolved, either of said co-partners may take over this lease upon fulfillment of the terms thereof.

Said Party of the First Part warrants to the said Parties of the Second Part, the title to the premises herein leased, and agrees that they shall have peaceable and quiet possession of the same.

This agreement shall be binding upon the heirs, executors, administrators, personal representatives and assigns of all parties hereto.

Executed in triplicate this 17th day of May, 1924.

John H. Barrett

Sacrety

C. M. Downing
Party of the First Part.

Newton Barrett

H. F. Mahon by Newton Barrett
Agent

Parties of the Second Part.

STATE OF OKLAHOMA)
County of Tulsa) SS.

Before me, a Notary Public in and for said County and State, on this 17th day of May, 1924, personally appeared C. M. Downing, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.