

release said first party from any and all damages that may occur to the contents or 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 sum herein named, the total 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 Grocery and Market and Dwelling purposes only, and for no other object or purpose, and this lease shall not be assigned or sublet without the written consent of the party of the first part.

It is further provided, that in the event of the assignment to creditors by the party of the first part, or either of them, or the institution of bankruptcy proceedings against the party of the second part, or either of them, such events, or either of them, shall forthwith and of itself cancel and hold for naught this lease, and all rights thereunder, and possession of said property shall, immediately, by such act or acts, pass to the party of the first part, at his option.

The party of the second part further agrees that after the expiration of the time given in the lease, to-wit: The 1st day of November, 1925, without notice from the first party, to give possession of said portion of said building to said party of the first part, loss by fire alone excepted. The destruction of the building on said premises by fire shall work a termination of this lease.

In witness whereof, the parties hereto have hereunto set their hands the day and year first above written.

E. L. Essley,  
C. W. Mitchell.

State of Oklahoma }  
County of Tulsa } SS  
Before me, a Notary Public, in and for said County and State, on this 14th day of October, 1924, personally appeared E. L. Essley, and C. W. Mitchell, to me personally 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.

Witness my signature and official seal, the day and year last above written.  
My commission expires October 27, 1927. (SEAL) Benedict J. Skalicky, Notary Public.  
Filed for record in Tulsa Co., Okla. on Oct. 21, 1924, at 10:00 A.M. recorded in book 497, page 165, Brady Brown, Deputy.

(SEAL) O. G. Weaver, County Clerk.

270086 ± BH

WARRANTY DEED.

This indenture, made this 7th day of October, A.D. 1924, between Mary J. Barton, of Tulsa, Oklahoma, of Tulsa County, in the State of Oklahoma, of the first part, and