

271524 C.J.

## CONTRACT OF LEASE AND MORTGAGE.

STATE OF OKLAHOMA, }  
 COUNTY OF TULSA, }

498

THIS CONTRACT AND AGREEMENT, Made and entered into this the 4th day of October, 1924, by and between Chas. P. Yadon, of Tulsa, Oklahoma, first party, and G. G. Hilford, of Tulsa, Oklahoma, second party,

WITNESSETH, That the said parties hereto, for and in consideration of the sum of One Dollar and other good and valuable consideration, in hand paid by the second party to the first party, the receipt whereof is hereby acknowledged, and in further consideration of the mutual covenants and agreements hereinafter set forth, have agreed, and do hereby agree, as follows, to-wit:

1. The party known as first party has granted, leased and let, and by these presents does grant, lease and let, unto the party known as second party the following described premises, to-wit:

All of the North Sixty (60) feet of Lot Twenty-one (21) of the re-subdivision of Lots 1,2,3,4,5,16,17,18,19,20, Block 1, and Lot 1, Block 2, Rodgers Heights Subdivision, Tulsa County, Oklahoma, according to the recorded plat thereof, with all permanent improvements now or hereafter located thereon,

To have and to hold the same to the second party, his heirs or assigns from the 1st day of November, 1924, to the 31st day of October, 1929, inclusive.

2. First party further agrees to place on said premises a building suitable for a filling station, plans of which are attached hereto, and made a part of this agreement, identified as "Exhibit A", and also to place such other permanent improvements, such as grading, water well, and other things necessary to the operation and maintenances of a filling station, said improvements, to be completed on or before the 1st day of November 1924, provided, however, that such improvements shall not include pumps, tanks, compressor and other movable machinery which may be used in connection with such filling station.

3. First party further covenants and agrees to and with the second party that, should the rents be paid in the manner and at the times herein prescribed, and the other covenants, conditions and agreements be kept and fully performed as herein required, said second party shall lawfully and peaceably have hold and possess the said premises granted, and the first party hereby covenants that he will warrant and defend the premises described against the lawful claims of all persons whomsoever.

4. Should said premises be destroyed or so damaged by fire as to become unsuitable to the uses herein intended, then this lease shall, at the option of the second party, cease and determine from the date of such destruction or damage.

5. The second party agrees to hold free and harmless and does hereby release the first party from any and all damages that may occur to the second party, or to his property during the term granted, and the second party further agrees to not use said premises, or any portion thereof for any purpose prohibited by law.

6. The second party is given the right and privilege of erecting, placing, constructing, equipping, maintaining and operating on the premises described, any and all structures, improvements, appliances, containers and conveyors, of whatsoever kind, on, under and above the ground, which he may desire to use, or may require in operating, transacting, carrying on and conducting the business of storing, distributing and marketing the products of refined petroleum.

7. Should the second party, at any time hereafter be prevented, by operation of law, from using said premises for the purposes aforesaid, then and in that event the second

RECORDED BY  
 PS and J. H.