

269502 C.J.

LEASE

State of Oklahoma }
COUNTY OF TULSA } ss.

THIS CONTRACT FOR LEASE, made and executed at Tulsa, Oklahoma, on the date below written, by and between M. McDonnell and Theresa McDonnell, his wife, parties of the first part, and Hugh H. McDonnell party of the second part: WITNESSETH:

That for and in consideration of the rents, covenants and conditions to be paid, kept and performed by the party of the second part, as hereinafter set forth, the said parties of the first part hereby rent, let and lease unto said party of the second part, the following described lands, property and premises situate in the City and County of Tulsa, State of Oklahoma, to wit: The Westerly one hundred (100) feet of Lot Five (5) in Block 205 of Woodlawn Addition, to the City of Tulsa, in said County and State,

The premises herein leased being more particularly described as a tract or parcel of land one hundred feet long east and west, and fifty feet wide north and south, in and on the rear end of said lot Five (5), together with the barn, garage, and well thereon situate,

Together with the free and unrestricted use of said barn, well, and garage on said lands, by the said party of the second part, the lessee.

To have and to hold the same unto said party of the second part for the full period of Ten (10) years, commencing on the 1st day of November 1920, and ending on the 31st day of October, 1930.

The party of the second part hereby agrees to pay the first parties as rent for said premises the sum of One Dollar per month, payable in advance,

And said second party hereby agrees to keep and maintain said premises in a good state of repair, usual wear and tear only being excepted.

And it is hereby mutually agreed that the parties of the first part shall have the right to use all necessary water from the said well for domestic purposes in their home, and shall have the right of ingress and egress from their home over said leased premises to the alley in the rear thereof. And it is also mutually agreed that the party of the second part shall have a right of way to drive over and through the front of said Lot Five (5) to get upon the premises herein leased; it being understood that said second party may enter the leased premises either from the alley or the street in front of the said lot.

Said second party also agrees to keep the leased premises in a clean and orderly condition; and it is agreed that second party may use all of the water from said well that may be necessary for his use, or purposes, or business, and shall maintain and repair said well or the pump thereof as often as necessary; provided that if any additional equipment is placed on or over or about said well, such additional equipment be and remain the property of the second party and may be removed by him from the leased premises; said second party shall also have the right to lay such pipes or other equipment on and over said leased premises from said well to the barn or garage, as he may desire, and this shall also be and remain his property, and same may be removed by him, together with any equipment that may be placed in said barn or garage by said party of the second part for the handling or bottling of water, or for other purposes.

This lease shall not be sold or assigned without the written consent of the parties of the first part.

This contract shall extend to and be binding upon the heirs and each of the heirs of the parties hereto.

At the expiration of said leased period, the said party of the second part shall remove from and off said leased premises, without notice or demand for the possession of said premises, unless a new lease is agreed upon between the parties; and upon such removal, shall