

COMPARED

LEASE GENERAL FORM, WAIVING EXEMPTION, ETC..

THIS LEASE, Made this 21st day of December, 1908, by R. T. Daniel, of Spokane, Washington, party of the firstpart, to Henry Fischer, of Tulsa, Party of the second part.

WITNESSETH: That the said party of the first part, in consideration of the rents, covenants and agreements of the said party of the second part, hereinafter set forth, do^{by} these presents demise, lease and rent to the said party of the second part, the following described property, situate in the County of Tulsa, State of Oklahoma, to-wit:

The North Room adjoining the Alexander Building, fronting on main street in the Daniel Building; situated on the corner of Main Street and Third Street in the City of Tulsa. First party is not to be held liable for any damage from leakage or damage by the elements, or fire or water. Second party is to pay his own light bill and heat. All shelving & fixtures placed in said store by second party is to be subject to a lien for the payment of any part of unpaid rents of said store room and to be recovered and be the property of second party at the expiration of this lease, subject to said lien rights.

TO HAVE AND TO HOLD THE SAME, unto the said party of the first part, from the 1st, day of February, 1909, to the 1st, day of February, 1912.

And said party of the second part in consideration of the leasing the premises, as above set forth covenants, and agrees with the said party of the first part, to pay the said party of the first part, ^{his} heirs or assigns, as rent for the same the total amount or sum of Five Thousand & Four hundred (\$5,400.00) Dollars, in monthly payments as follows, to-wit:

One Hundred and Fifty Dollars on the first day of Feb. 1909 and One Hundred and Fifty Dollars on the first day of each month thereafter during the full term of this lease.

HEREBY WAIVING the benefit of exemption, valuation and appraisement laws of/s aid/ State of Oklahoma, to secure the payment thereof.

The said party of the second part further covenants with said party of the first part, that at the expiration of the time mentioned in this lease, to give peaceable possession of said premises to said party of the first part,, in as good condition as they now are, the usual wear, unavoidable accident, and loss by fire excepted, and will not make or suffer any waste thereof, nor lease, nor underlet, nor permit any other person or persons to occupy the same, or make or suffer to be made any alteration therein, with out the consent of said party of the first part, in writing, having been first obtained, and not to use or occupy said premises for any business or thing deemed extra hazardous on account of fire, and that upon the violation or default in any of the preceeding/ covenants and provisions, or the non-payment of the rent, as aforesaid, the said party may, at his election, declare this lease at an end, and recover the possession of said premises as if held by forcible detainer, the said party of the second part hereby waiving any notice of ^{such} election, or any notice or demand for ^{the} possession of said premises.

The covenants herein shall extend to and be binding upon the heirs, executors and administrators of the parties to this lease.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first above written.

Executed in the presence of:

R. T. Daniel

J. J. Henderson.

Henry Fischer.

W. M. Fewel

STATE OF OKLAHOMA,)
; SS.
TULSA COUNTY.)

Before me, Edward E. Barrett, a Notary Public, on this 21st, day of December, 1908,