

MONTHLY RENTAL CONTRACT.

This Monthly Rental Contract, Made and entered into this 1st, day of December 1906, by and between W. I. Renau, party of the first part, and C. E. Myatt, party of the second part, witnesseth:

That said party of the first part in consideration of the covenants and agreements hereinafter set forth, does by these presents rent unto the party of the second part, the following described property situate in the City of Tulsa, I. T.:

The South Ground Floor store room in the Renau building fronting on Main Street, and located on the east 100' of Lot Two Block 90 in the said City of Tulsa.

TO HAVE AND TO HOLD the same to the said party of the second part, from the first day of November 1906, for a period of thirty days. Said party of the second part in consideration of the premises herein set forth, agrees to pay to the party of the first part as rental for said property, the sum of One Hundred and Ten and no/100 (110.00) Dollars per month in advance, due and payable the first day of the month, and at the office of the party of the first part, or shall deposit the said sum of money to the credit of the first party, in any Bank of the said City of Tulsa designated by said party of the first part, on the first day of the month. And the party of the first part hereby gives notice to the party of the second part, thirty days in advance to vacate said premises, and the party of the second part by the signing of his name hereto, and by these presents expressly acknowledges the receiving of said notice; however the party of the second part shall be allowed to continue this lease or rental contract for the term of two years, from the first day of November 1906, with the privilege of renewal of the same for three years longer at the expiration of the said two years, upon the expressed condition precedent, that he shall pay the sum of \$110.00 in advance and on the first day of each month and at the office of the party of the first part (or bank designated by him) the rent for the ensuing month.

It is further agreed that the party of the second part shall not assign this lease or sublet the premises or any part thereof, or use the said described premises for any other purpose than to conduct a Restaraunt and Short order business upon and within the same, without the written consent of the party of the second part: And it is further agreed by the party of the second part, that any failure on his part to comply with the terms and conditions and covenants of this rental contract, as provided herein shall render this rental contract immediately void, ipso facto terminating the same, and the party of the first part is expressly given the immediate privilege and right to enter said premises and take possession thereof.

It is further agreed by the party of the second part, that due and unpaid rent shall be a first lien on all Furniture and Fixtures used in conducting the said Restaraunt and Short Order Business, on and in said described premises, by the said party of the second part, and shall not be removed from said premises until said due and unpaid rental is settled in full. It is further agreed by the party of the second part that he shall at no time maintain or continue on or in said premises anything that can legally be construed as a nuisance, but shall use every necessary precaution to prevent the same.

The party of the second part agrees that at the termination of this rental contract, either by lapse of time or failure of the party of the second part to comply with the conditions and stipulations of the same, the said party of the second part shall immediately give peaceable possession of the premises, to the party of the first part, and in as good condition as the same are at the beginning of this lease, the usual wear and tear and damage by the elements excepted.