

the rents, covenants and agreements hereinafter mentioned and contained, does, by these presents, demise, lease and let, for a period expiring the first day of January, 1915, unto the party of the second part, the following described property, to-wit:

That tract of ground exhibited on the plat to Orcutt Addition to the City of Tulsa, Oklahoma, and designated "Lake", and further described as that tract of ground beginning 60 feet South of the Southwest corner of Block Twenty (20) of the said Orcutt Addition; thence East in a line parallel to the South line of Capitol Street in said Addition a distance of 986 1/2 feet to a point on Utica Avenue in said Addition; thence South at right angles in a line parallel with the West line of said Utica Avenue, a distance of 677 feet; thence west at right angles a distance of 986 1/2 feet to a point parallel with the East line of Forest Avenue; thence at right angles North a distance of 677 feet to the place of beginning, all in Tulsa County, State of Oklahoma.

subject to the conditions and reservations hereinafter stated.

The party of the second part, for and in consideration of the use and possession of said premises does hereby agree to pay the sum of Three Thousand (\$3000) Dollars, said sum to be paid in yearly installments of Six Hundred (\$600) Dollars each, the first installment of \$600 in cash, the receipt of which is hereby acknowledged, and each installment thereafter to be paid on the first day of April of each year until said total sum shall have been fully paid.

The party of the second part agrees to keep and maintain said premises in as good condition as they are turned over to him. It is further agreed that the party of the second part shall forthwith proceed to put in good repair the dam on said premises, and shall, during the term of this lease, keep said dam in perfect condition at his own expense.

Said second party shall save first party harmless from all expense, license, tax, charges, assessments and liabilities of any kind or character whatsoever in relation to said premises during the term of this lease, and shall pay the taxes, City, County and State, if any there be, on said premises, and the improvements thereon, or hereafter placed thereon, for the years 1910, 1911, 1912, 1913, and 1914; Said taxes shall be paid by the party of the second part when due, and in the year 1914 shall be paid on or before the first day of December, 1914.

In the event of a breach of any of the conditions of this contract by the second party, the party of the first part is hereby authorized to perform the same as fully as the second party is required to do, and the second party shall thereupon be indebted to the first party therefor, and said indebtedness shall, at the time of said performance by first party, become due and owing.

The party of the first part shall at all times be entitled to the possession of the premises herein described for the purpose of carrying these provisions into effect.

The party of the second part agrees not to use said premises for any purpose prohibited by the Statutes of Oklahoma, or the Ordinances of the City of Tulsa.

It is agreed that the party of the second part shall permit no fishing in the lake on said premises during the term of this agreement.

The party of the second part further agrees to hold free and does hereby release the said first party from any damage that may occur, from any cause whatsoever, to any of the buildings, paraphernalia or things placed upon said premises by the