

208030 GH COMPARED LEASE.

THIS Duplicate lease and agreement made this 1st day of July, 1913, between W.W. Hamilton of Tropico, California hereinafter called the lessor, and S. Warner of Tulsa, Oklahoma hereinafter called the lessee.

WITNESSETH: That the lessor hereby leases to the lessee, and the lessee hereby rents from the lessor the premises commonly known as the Hamilton Building situated on Lot Numbered (7) Seven, of Block Numbered (90) Ninety of the City Tulsa, State of Oklahoma, according to the government plat thereof. To be used for a Mercantile and Office business, and for no other purpose, paying rent for said demised premises, the total sum of \$13,800) Thirteen Thousand and Eight Hundred Dollars, in monthly installments of \$230) Two Hundred and Thirty dollars, payable monthly in advance, to such an agent as the Lessor may designate for a period of (5) five years, commencing on the First day of December 1913, and ending on the Thirtieth day of November 1918.

It is mutually agreed that the above letting and taking is also upon the following terms and conditions, all of which are agreed to:

FIRST. that the lessee shall not assign this lease nor any rights thereunder, nor sublet the premises without the written consent of the lessor.

SECOND That the lessee shall take good care of the premises and they shall not be altered, repaired or changed, without the written consent of the lessor, and that unless otherwise provided by written agreement, all alterations, additions and improvements made in and to the premises shall be the property of the lessor, and shall remain upon and be surrendered with the premises that all damage or injury done to the premises by the lessee, or by any person who may be in or upon the premises, with the consent of the lessee, shall be paid for by the lessee; and the lessee shall at the termination of this lease, surrender the premises to the lessor in as good a condition as reasonable and proper use thereof will permit.

THIRD. That if the building or the above described premises shall be destroyed by fire or any other cause, or be so damaged thereby that they become untenable and cannot be rednered tenantable within sixty days from the day of the injury, this lease may be terminated by the lessor; but in case the premises are so damaged as not to require a termination of the lease, as above provided, the lessee shall not pay the rent herein specified during the time that the premises are unfit for occupancy.

FOURTH. That the lessor shall not be obliged nor required to replace or repair any plumbing in, upon, or about said demised premises, nor be liable or accountable to said lessee for any damages occuring by reason of any defect therein, nor be liable for any damage occasioned by said premises being out of repair, nor for any damage done or occasioned by, or from plumbing, gas, water steam or other pipes or sewerage, or the bursting, leaking, or running of any closet tank, plumbing or other damage by water in, above, upon or about said premises nor any damage occasioned by water being upon or coming through the roof, skylights trapdoors or otherwise, nor for any damage arising from any act or neglect of the occupants of the adjoining or contiguous property.

FIFTH. The lessee agrees that when premises are surrendered that all injury,