

damage of every kind and character to the building aforesaid occupied by said lessee, and any part of the floors, walls or ceilings, shall be repaired by the lessor and the amount expended therefor, shall be paid by the lessee.

SIXTH. The lessee agrees to pay all assessments levied against said property for water, gas or electricity, and further agrees to keep the building in such a condition that the insurance societies may not find it necessary to raise the rates for the reason of allowing rubbish or combustible material to accumulate, should the rates be increased for this reason, the lessee agrees to pay such increase in the rates.

SEVENTH. That no part of said premises shall be occupied for any unlawful purpose, or for the conducting of any business, occupation or pleasure in violation of the statutes of the State of Oklahoma, or the ordinances of the City of Tulsa, and the lessee hereby assumes all liability, both pecuniary and penal, which may result from any such use of said premises, whether through his knowledge and consent or otherwise.

EIGHT. Should default be made in the payment of part or all of said rents, or should the lessee default in any of the covenants herein made by him, then the rents for the entire term provided for herein shall become immediately due and payable, and the lessor may at his option, bring action to collect said rents in full as an action for debt, or declare this lease cancelled and by giving the lessee three days notice in writing of this intention so to do, bring action for the ejectment and possession of said premises as by law provided and recover full rent until placed in full possession of said premises.

NINTH. That, in case the lessor prevails in any suit brought by him under this lease, there shall be allowed him an attorney's fee in such a suit an amount not exceeding two hundred dollars, and the amount so allowed shall be included in any judgment recovered in such suit.

LEASE.

This ~~lease~~ contract made in duplicate and entered into on this 23rd day of November 1918, by and between W.W. Hamilton of Glendale, 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, generally known as the Hamilton Building situated on Lot Number Seven (7) in Block Number Ninety (90) of the City of Tulsa State of Oklahoma, for the term of ten years from and after the First day of December, 1918, and ending November 30th 1928.

The lessor agrees to pay as a rental for the use of the said premises for the said term the sum of Forty -four Thousand Four Hundred dollars (\$44,400.00) in monthly installments of Three Hundred seventy dollars (\$370.00 each payable monthly in advance, commencing on the 1st day of December 1918.

It is expressly understood and agreed, that this lease is a renewal, so far as right of occupancy is concerned, of a lease contract now in force between the parties hereto, which said lease contract is in writing, and which defines and fixes certain rights and obligations of the lessee therein with reference to alterations of the building also covered by this lease, and it is further expressly agreed that the requirements and obligations of the lessee in the said existing lease shall not be waived, changed, or in any manner