

of the parties of the second part.

It is further agreed; that at the expiration of this lease or sooner termination thereof the second parties shall give peaceful possession of the premises to first parties in as good condition as they now are, the usual wear and tear and damage of the elements alone expected, and upon the non-payment of rent or any part thereof, at the day and date set forth in this contract, first parties may distrain for rent due and declare this lease at an end and void and re-enter and take possession thereof or bring action for possession by forcible entry and detainer. This lease shall not be considered renewed except by the written agreement of the parties.

It is further stipulated and agreed that time shall be the essence of this contract.

It is further agreed between the parties hereto that said second parties shall conduct said place of business on the above described premises in a lawful manner and shall not themselves violate the law in the occupancy of said premises nor permit any one else to do so. That they shall not sell or permit to be sold or have upon said premises, any intoxicating liquors, or any intoxicates of whatsoever kind or nature, nor shall they permit gambling upon said premises, now shall they permit a body house to be conducted therein nor shall second parties permit any other act or things to be done upon said premises which shall be a violation of the Ordinances of the City of Tulsa, or the Statutory Laws of the State of Oklahoma.

The covenants and agreements contained in this Lease shall extend to and be binding upon the heirs, executors and assigns of the parties hereto.

Witness our hands and seals to duplicates hereof this 12th day of September, 1919.

H. S. Merwin

Winnifred Merwin

Parties of the first part.

C. L. Smittle

H. D. Smittle

L. R. Smittle

Parties of the Second part.

STATE OF OKLAHOMA)
TULSA COUNTY) SS.

Before me, a Notary Public, in and for said County and State on this 1st day of September, 1919, personally appeared, H. S. Merwin, Winnifred Merwin, H. D. Smittle, L. R. Smittle and C. L. Smittle, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. In witness whereof I have hereunto set my hand and official seal the day and year above written.

My Commission expires Jan 3, 1922

(SEAL)

F. D. Prentice, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Nov. 3, 1922 at 2:30 o'clock P. M.
in Book 427, page 255

By F. Delman, Deputy

(SEAL)

O. D. Lawson, County Clerk