

first party free from any and all expenses of any kind incidental to the use and occupancy of said building, except as herein below stipulated.

The party of the second part further agrees to hold free and harmless and does hereby release said first party from any and all damages that may occur to the contents of any portion of the building here let, during the term granted.

The party of the second part agrees not to use said building for any purpose prohibited by the Statutes of the State of Oklahoma, or the ordinances of the City of Broken Arrow, Okla.

It is further understood and agreed that this lease shall not be assigned without the written consent of the party of the first part.

It is further provided that in the event of the assignment to creditors by the party of the second part, or either of them, or the institution of bankruptcy proceedings against the party of the second part, or either of them, such events, or either of them, shall forthwith and of itself cancel and hold for naught this lease, and all rights thereunder and possession of said property shall immediately, by such act, or acts, pass to the party of the first part, at his option.

The party of the second part further agrees that after the expiration of the time given in this lease, to-wit: The 1st day of January, 1924, without notice from first party, to give possession of said portion of building to said party of the first part, loss by fire alone excepted. The destruction of the building on said premises by fire shall work a termination of this lease.

Further
First party agrees to the following:

- (1) To construct in said room one cross partition 8 feet high,
- (2) To give the walls of said room two coats of Kalsomine,
- (3) to paint the ceiling of said room,
- (4) To paint the back doors and windows and the front of said room
- (5) To build a toilet room in said room and place therein a toilet bowl and sink and to connect said bowl and sink with the city sewerage system.
- (6) To place a water pipe line on the floor of said room along the north wall thereof to a point designated by second party.
- (7) To see that the occupants of the upstairs room of said brick building do not throw garbage or other filth on the ground at or near the rear door of said room.
- (8) To permit second party to occupy said room free of charge from July, 20th, 1922 to August 1st, 1922, but second party is not to interfere with first party in completing the repairs on and in said room.

Second party further agrees to the following: To pay, ^{monthly} one-half of the water bill for water used in said brick building, up to and including a total monthly water bill of \$1.50.
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first
State of Oklahoma) above written. T. H. Province
L. E. Barron

County of Tulsa) SS
Before me W. T. Brumbaugh, a Notary Public, in and for said County and State, on this 18th day of July, 1922, personally appeared T. H. Province and L. E. Barron, to me known to be the identical persons who executed the 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.

Witness my hand and official seal the day and year above set forth.

My commission expires August 23rd, 1924.

(SEAL) W. T. Brumbaugh, Notary Public.

Filed for record in Tulsa County, Okla. on Nov. 24, 1922, at 8:00 A.M. and duly recorded in book 431, page 295, By F. Delman, Deputy (SEAL) O. D. Lawson, County Clerk.