

and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

My Commission expires Sept. 3, 1923

(SEAL) Roy E. Lynch, Notary public

Filed for record in Tulsa County, Tulsa Oklahoma, Jan. 8, 1923 at 2:00 o'clock P. M. in Book 434, page 93

By Brady Brown, Deputy

(SEAL) O. C. Weaver, County Clerk

218479 C. J. COMPARED BUILDING LEASE--BUSINESS

This Agreement, Made and entered into this 1st. day of AUGUST, 1922, by and between W. M. SMITH party of the first part, as lessor, and MAGGIE MILLER AND MARGARET L. SMITH party of the second part, THEIR heirs or assigns as lessee.

WITNESSETH: That the lessor does hereby lease unto the said lessee and the said Lessee does hereby hire and take the interior of room number 210 SOUTH MAIN STREET described as Lot 5 Block 104 in the City of Tulsa Okla. for use as MOVING PICTURE SHOW and for no other purpose for a term of FIVE years, from the FIRST day of AUGUST, 1922, to the last day of 1st. day JULY 1927, for the consideration of TWENTY FIVE THOUSAND DOLLARS, (\$25000.00) lawful money of the United States, payable in SIXTY equal installments of FOUR HUNDRED SIXTEEN 67/100 monthly in advance on the first day of each and every month, until the expiration of said term, at the office of said lessor in his agents in said City, of Tulsa, Oklahoma.

LESSEES TO PAY ALL TAXES INSURANCE REPAIRS AND UPKEEP OF BUILDING

The above letting is upon the following conditions:

FIRST: Said premises or any part thereof, shall not be assigned, let or underlet, or used or permitted to be used for any other purpose than that first above mentioned, without the written consent of the said lessor or his legal representative, first indorsed hereon and no verbal agreement will be valid.

THIRD: Said lessor shall not be liable for any damage to any property, at any time in said premises or building, from gas, smoke, water, rain or snow, which may leak into, issue or flow from any part of said building, which the premises hereby leased are part, or from the pipes or plumbing work of same, or from any other place or quarter.

FOURTH: Lessor shall keep in operation or shall cause said building to be heated for the use of tenants during such period as shall be necessary, and will cause said demised premises to be cleaned and cared for by the janitor of the building, and will furnish a reasonable amount of electricity for lighting only, at all times, reserving the right, however, in case lessee in the judgment of lessor uses the electricity in an extravagant or unreasonable manner, of requiring lessee to put in meters and pay for the excess amount used, or in default thereof, to cut off the supply. In consideration of the fact that no extra charge is made for light, excepting as aforesaid, and for heat and water, lessor shall not be liable for failure to supply either light, heat, or water not due to gross negligence on his part.

FIFTH: No tenant shall use window shades or curtains, of any make or kind, other than those designated by the lessor.

SIXTH: No awnings shall be placed on any part of the building without the written consent of the lessor.

SEVENTH: If for any reason whatsoever, the lessee should be adjudged a bankrupt or make an assignment, this lease shall become null and void and revert back to the lessor.

Eighth: Any person placing any articles or papers of any description in any vault in the building will do so at their own risk as lessor will not be responsible for loss, or damage to any such article or paper deposited therein.

NINTH: And it is understood and agreed that in case of the violation of the foregoing covenants, and conditions, this lease shall be null and void.