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to run for four (4) years and draw interest at the rate of 8 per cent per annum, said party of the second part having the privilege of paying the sum of \$1,000.00, or any multiple thereof, upon the principal of said note at any interest paying period; it being further understood and agreed that said parties of the first part shall furnish an abstract showing a good and merchantable title to said property, and that they will convey the same by a good and sufficient warranty deed to said party of the second part, or to whomsoever he may direct.

It is further understood and agreed by and between the parties hereto that the said party of the second part shall have the right to sublet said premises, or any part thereof, and to assign this contract, or any part thereof.

It is further understood and agreed that in case of the destruction of the building upon said premises, either wholly or in such part as to make it unfit for the use to which it is being put, that the said parties of the first part shall have the right and option to repair or rebuild said building; but it is further understood and agreed that the party of the second part shall not be liable for any rent on said premises from and after the destruction of such building, or such partial destruction as may render it unfit for use until said parties of the first part shall have repaired or rebuilt the same, including all permanent fixtures and appliances going with said building, and thus rendered the same fit for use by said party of the second part. It is further understood and agreed that the said parties of the first part shall, at their own proper cost and expense remodel the front of the building upon said premises by removing all of the front in the ground floor room of said building west of that part now occupied as a candy kitchen, and setting said front back inside of said building approximately 12 ft., making an alcove lobby, said work to be done in a neat and workmanlike manner and said lobby finished with suitable trimmings and decorations, said work to be completed within fifteen (15) days from the execution of this contract.

It is further understood and agreed that the said party of the second part shall take good care of said premises and all improvements thereon, and turn the same over to the parties of the first part at the expiration of this lease in as good condition as they now are, natural wear and tear and the action of the elements alone excepted. Portion of first part to have free pass to every entertainment in theater.

IN WITNESS WHEREOF, The said parties have hereunto set their hands the day and year first above written.

M. E. Duffey

P. J. Duffey

State of Oklahoma }
County of Tulsa } SS.

Before me, J. O. Colburn, a Notary Public within and for said County and State, on this 2 day of January, 1923, personally appeared M. E. Duffey and P. J. Duffey, husband and wife, 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.

My Commission Expires March 23rd, 1926 (SEAL) J. O. Colburn, Notary public

Filed for record in Tulsa County, Tulsa Oklahoma, Jan. 8, 1923 at 2:00 o'clock P. M. in Book 434, page 96

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk