

corporation, for the uses and purposes therein set forth. COMPARED

Witnessed my hand and Notarial Seal the day and year above set forth.

My commission expires 7/10/1923

(SEAL)

Minnie L. Hall, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, June 14, 1923 at 4:30 o'clock P. M. in Book 451, page 436

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

233375 C. J.

LEASE AGREEMENT.

THIS LEASE, Made and entered into on this 14th day of June, 1923, by and between A. Boyajain, party of the first part, and Rosen's Department Stores, Inc., party of the second part.

WITNESSETH:

That, party of the first part, in consideration of the covenants and agreements hereinafter set forth, does by these presents demise, lease and let to the party of the second part, the following described property, situated in the County of Tulsa, State of Oklahoma, to-wit:

The one story brick building located on lot 12 in Block 37 in the Town of Sand Springs, Oklahoma, the said building being more particularly described as having a frontage of approximately twenty feet and a depth of approximately one hundred feet, and being now occupied by S. A. Gsell, doing business under the name of The Boston Store,

it being understood and agreed that party of the second part shall not have the right to use the stairway constructed at the side of said building.

TO HAVE AND TO HOLD, the same unto the party of the second part from the 20th day of August, 1923, to the 20th day of August, 1926, and party of the second part, in consideration of the premises herein set forth, agrees to pay to the party of the first part as rental therefor the sum of \$6900.00, said sum to be paid as follows:

Two Thousand one hundred (\$2100.00) Dollars for the first year, to be paid One Hundred seventy-five (\$175.00) Dollars per month, due and payable on the 20th day of each and every month in advance.

Four Thousand eight hundred (\$4800.00) Dollars for the second and third years of this lease, Two Hundred (\$200.00) Dollars to be paid on the 20th day of each and every month in advance.

It is specifically understood and agreed that party of the second part shall not rent or sublet the premises herein described, except with the written consent of the party of the first part.

It is understood and agreed that party of the second part shall keep the inside of said building in repair, including plumbing.

It is further agreed that party of the first part shall have the right and privilege to build additional stories to said building and to rent the same if he so desires.

It is also agreed that upon the failure of the party of the second part to pay the rental, or any part thereof, as herein provided, or to otherwise comply with the terms and conditions of this lease, then the party of the first part may declare this lease at an end and void and may re-enter and take possession of said premises.

It is further agreed that at the end of this lease, or sooner termination thereof, the party of the second part, shall give peaceable possession of said premises to the party of the first part in as good condition as they now are, usual wear and tear and damage by the elements excepted.