

State, on this 15th day of March , 1923 , personally appeared Before me Dan Pilcher to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his 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 last above mentioned.

My commission expires Feb. 14, 1925 (SEAL) Chas A. Meyers , Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, July 30 , 1923 at 2:20 o'clock P. M.
in Book 464, page 415

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

236882 C.J. COMPARED BUILDING LEASE

STATE OF OKLAHOMA, }
COUNTY OF TULSA } SS.

THIS INDENTURE OF LEASE, made in duplicate, this 28th day of July, 1923 by and between Lena E. McAnally & Lorena Kubatzky of the first part thereafter called party of the first part whether one or more) and Alhambra Theatres Co. a Corporation of second part, (hereinafter called party of the second part, whether one or more.)

WITNESSETH: That the party of the first part, for and in consideration of the rents, covenants and agreements hereinafter contained , does, and by these presents, demise lease and rent for a period of 5 years from the First day of September, 1923, to the party of the second part, the following described property, to-wit:

The building and ground located on part of lots one two and three Broadmoor Heights Addition to the City of Tulsa, being the said building fronting West on Peoria Avenue, near the Corner of Fifteenth Street, in the said City of Tulsa, except two store rooms, but including outside walls.

The party of the second part, for and in consideration of the use and possession of said premises for said period, does hereby agree to pay unto the party of the first part the sum of (\$28,800.00) Twenty Eight Thousand Eight Hundred Dollars, said sum to be paid in the following amounts and at the times therein designated , to-wit:

On the First day of Sept, 1923, the sum of Four Hundred Dollars and on the First day of each and every month thereafter the sum of Four Hundred Dollars (\$400.00) until the total sum of Forty Eight Hundred Dollars (\$4800.00) shall have been paid, and on the first of each and every month thereafter the sum of Five Hundred Dollars until the total sum of \$28,800.00 shall have been fully paid.

THE PARTY OF THE SECOND PART further agrees to keep and maintain all portions of the building let to him by the term of this contract, in as good state of repair as the same are turned over to him, natural wear and tare alone excepted, and to hold said first party free from any and all expense in the maintenance and occupancy of said building, including bills or assessments for light, heat, water, and any other expenses, and the said second party agrees to make all repairs in said building necessary to its use and occupancy, including the repairing to plumbing, papering or repairing or re-papering any portion of the property here let, and the second party agrees to hold said first party free from any and all expenses of any kind incidental to the use and occupancy of said building.

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, or any portion thereof, for any purpose that will increase the insurance rate or risk on said building,