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or for any purpose prohibited by the Statutes of the State of Oklahoma or the ordinances of the City of Tulsa.

IT IS UNDERSTOOD AND AGREED, time is the essence of this contract, and should the party of the second part default in the payment of any installment of the principal sum herein named, the total principal sum shall become immediately due and payable and the party of the first part shall be entitled to the possession of the premises, at his option, and the property of said second party therein contained, and may sell and dispose of said leasehold and said property of said second party at public auction, and the party of the second part shall be liable to the party of the first part for the remaining sum unpaid and the expenses incident to the collection thereof.

IT IS FURTHER UNDERSTOOD AND AGREED that the property herein leased will be used for Theatre purposes only, and for no other object or purpose, and this lease shall not be assigned nor sublet 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 First day of September, 1928, without notice from the first party, to give possession of said portion of said 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.

Party of Second part shall have the right to renew this lease for an additional five years at Six Hundred Dollars per month by notifying first party in writing six months before expiration of this lease.

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

WITNESS:

O. Kubatzky

(CORPORATION SEAL)

ATTEST

Secretary

Lena E. McAnally

Lorena Kubatzky

Alhambra Theatres Co. a Corporation

By J. B. McAnally
Pres.

STATE OF OKLAHOMA)

County of -----)
In Seal--- Tulsa Co.

Before me, a Notary Public, in and for said County and State, on this 30 day of July 1923 personally appeared Lena E. McAnally and Lorena Kubatzky 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.

WITNESS my hand and official seal, the day and year last above written.

My Commission expires Nov. 5, 1926

(SEAL)

Mary K. Hoyez, Notary Public

State of Oklahoma

County of Tulsa, SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 30 day of July 1923 personally appeared J. B. McAnally, to me known to be the identical