

first part in as good condition as they now are, natural wear and tear and damage by the elements alone excepted.

Party of the second part hereby covenant and agree to replace at his own cost all glass broken during the life of this lease, from the said building by any cause whatsoever, and further agree to keep all light and fixtures, all gas and water pipes and all electric light wires and connections in said building in a good state of repair and in a safe condition at his own cost, so as not to endanger the said building, or increase the rate of insurance during the life of this lease.

Party of the second part further agree to keep all plumbing in a good state of repair at his own expense during the life of the lease, and to keep all sinks, basins and toilets and other portions of said premises in a clean and sanitary condition, and agree to keep all water, gas and electric bills issued against the said premises, during the life of this lease, paid promptly, so as to keep the said party of the first part and the said premises in good standing with the corporation furnishing the same. And that he will not cause or permit any accumulation of waste on or adjacent to said premises, and if same shall accumulate, he will pay any expense for the removal thereof.

Party of the second part further agree not to assign the lease, or sublet the premises, or any portion thereof,

The party of the first part shall not be liable for any damage to the goods, fixtures or belonging of the said party of the second part, caused by gas, smoke, water rain or snow which may leak into, issue or flow from any part of the said building, of which the premises hereby leased are a part, or from pipes or plumbing of the same, or from any other quarter.

Party of the second part further agree and covenant not to use the said premises for any unlawful purposes, in violation of the State of Oklahoma, or the ordinances of the City of Tulsa, and further agree to comply with all the ordinances of the City of Tulsa now in force or which may hereafter be passed, during the life of this lease.

Party of the second part further agree to make all repairs, at his own expense, to the interior of said building, including papering or repapering or any portion of said building, but it is understood and agreed that party of the second part shall not make any alteration in the interior of said building, of a permanent nature, without the written consent of said party of the first part.

Possession of said premises shall be given to the party of the second part on February 1st, 1923, or as soon thereafter as possession can be recovered from Sam Goldenberg, now a bankrupt.

It is further understood and agreed that the (premises herein lease will be used for Retail Jewelry Store,) purposes only and for no other object or purpose without the written consent of the said party of the first part.

It is agreed between the parties herunto that time is the essence of this contract and upon the failure of the second party to pay the rentals on the dates hereinabove specified or to otherwise comply with any of the terms and conditions of this lease, then the party of the first part, may, at his option, declare this lease void and at an end, and re-enter and take possession of said premises without notice, said second party hereby waiving any such notice of his election so to do.

No verbal contract of agreement made by either of the parties hereto or their agents or employees shall be binding on either party, during the term of this lease.

It is further understood and agreed that the party of the first part shall have a first and prior lien upon all the fixtures placed in said building to be held as a security for the payment of the monthly rentals as they become due and unpaid.