

one part and the first party herein, on the other part, which said agreement was duly filed for record in the office of the County Clerk of Tulsa County, Oklahoma, and recorded therein in book 221, page 174; and **COMPARED**

Whereas, said parties of the second part desire to obtain sub-lease on the store room now occupied by Commercial Loan Company for the remainder of first party's term, under said lease.

Now, therefore, it is agreed between the parties hereto as follows:

1st: In consideration of one dollar and other good and valuable considerations, said party of the first part does hereby lease, let and rent the said store room located at No. 23 South Main Street in the City of Tulsa, Oklahoma, now occupied by Commercial Loan Company, to said party of the second part for a term commencing on 5th day of December, 1923, and expiring June 14th, 1925, for a monthly rental of one hundred twenty five and no/100 dollars, (\$125.00) per month, payable in advance upon the 5th day of each month, subject, however; and it is expressly provided herein, that all the terms and conditions of the said lease from the said David Kahn to Libbe Poplinger and Philip Poplinger are hereby agreed to and assumed by party of the second part as if all of said terms and conditions were herein incorporated.

2nd. Said party of the first part covenants and agrees with said parties of the second part that his lease to the premises hereinbefore described has not been assigned or encumbered in any manner and further covenants and agrees to pay the rental due by him, under the terms of his said lease and to maintain his lease in force and effect during the term herein granted, subject to the terms and conditions of said lease.

3rd. It is further agreed that parties of the second part shall have possession of the premises hereby leased to them on or before the morning of the 5th day of December, 1923.

In witness whereof the parties hereto have caused this agreement to be executed the day and year first above written.

I. Levin, Party of the first part.

Klar & Goldstein,
By Louis B. Klar, a member of said firm.
Parties of the second part.

CONSENT OF LAND LORD.

I, the undersigned, present owner of the premises described in the above and foregoing contract, in consideration of the sum of one dollar and the terms and conditions as above set forth, do hereby consent to the subleasing of the premises described herein to said Klar & Goldstein, provided, however, that the said Isadore Levin shall not be released from liability for the payment of the rent under the terms of his lease covering said premises, and provided further that he will not forfeit this lease as to the partnership of Klar & Goldstein, provided the said Libbe Poplinger and Philip Poplinger, as above described, make default in payment of their rent, but agree in case of such default to accept the partnership of Klar & Goldstein as new tenant and to allow said partnership to occupy that portion of the premises herein described in the same terms and ^{and} conditions for a full term as above set forth, and subject to the conditions as set forth in the lease between David Kahn and the said Libbe Poplinger and Philip Poplinger.

Witness my hand this 5th day of December 1923.

William A. Birbala, Land Lord.

Subscribed and sworn to before me this 5th day of December, 1923.

(SEAL) Ben Kochman, Notary Public, Tulsa, ^{Okla.} Okla.

My commission expires May 23, 1927.

Filed for record in Tulsa County, Okla. on Dec. 6, 1923, at 2:30 P.M. recorded in book 474,