

263019 C.J.

BUILDING LEASE

STATE OF OKLAHOMA, }
County of Tulsa } SS.

THIS INDENTURE OF LEASE, made in duplicate, this 22d day of April, 1924 by and between Kubatzky & McNally of first part, (hereinafter called party of the first part, whether one or more) and Alhambra 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 Ten years from the First day of May, 1924, to the party of the second part, the following described property, to-wit:

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Alhambra Theatre Auditorium located on a part of Lot One, Two and three Broadmoor Heights Addition to City of Tulsa together with outside walls and twenty four sheet stand on outside Wall of drug store.

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 (\$Fifty One Thousand Fifty One Thousand & no/100 Dollars, said sum to be paid in the following amounts and at the times therein designated, to-wit:

On the first day of May 1924, the sum of Three Hundred Dollars, and a like amount on the first of each and every month for twelve consecutive months, and on the first day of May 1925 the sum of Three Hundred and ~~Twenty~~ ^{Twenty} Dollars, and a like amount for twelve consecutive months and on the first day of May 1926 ~~(\$400.00)~~ ^(\$350.00) Four Hundred Dollars for twelve consecutive months and on the first day of May 1928 ~~(\$425.00)~~ ^(\$350.00) Four Hundred Twenty five Dollars and thereafter for twelve consecutive months and on the first day of May 1929 Four Hundred Fifty ~~(\$450.00)~~ ^(\$350.00) Dollars for twelve consecutive months and on the First day of May 1930 Five Hundred Dollars ~~(\$500.00)~~ ^(\$350.00), and a like amount on the first of each month thereafter until the total sum of \$51,000.00 (Fifty One Thousand Dollars shall have been 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, 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

Handwritten note: Amount of twelve consecutive months on the first day of May - 1927, 1928, 1929, 1930