

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 May, 1924, 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.

Rental to September 1st 1924 acknowledged.

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

WITNESS:

ATTEST:

( CORPORATE SEAL)

Lena E. McAnally  
Lorena Kubatzky

T. W. Cook

Secretary

THE ALHAMBRA CORPORATION

By J. B. McAnally Pres.

STATE OF OKLAHOMA )  
County of Tulsa ) SS.

Before me, a Notary Public, in and for said County and State, on this 16th day of July 1924 personally appeared Lena E. McAnally and Lorena Kubatzky and----- 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. 1, 1925

(SEAL) Dove Gosney, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Jul 17, 1924 at 8:00 o'clock A. M. in Book 492, page 227

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

263020 C.J. ~~CONFIDENTIAL~~ CONTRACT AND ASSIGNMENT.

THIS CONTRACT AND ASSIGNMENT, made and entered into at Tulsa, Oklahoma, this 22d day of April 1924, by and between J. B. McAnally, party of the first part, and Alhambra Corporation, an Oklahoma corporation party of the second part, WITNESSETH:

That, Whereas, said J. B. McAnally, party of the first part, is the owner of a certain equity in and to the fixtures, furniture and equipment now located in a certain building, known as the Alhambra Theatre, at No. 1447-1449 South Peoria Street in the City of Tulsa, Oklahoma, said equipment being itemized and attached hereto and made a part hereof, marked Exhibit A, the said ownership of the said first party being subject to certain mortgage indebtedness due and owing against said property;

Whereas, it is mutually desired by and between the parties to this agreement,