

second party agrees to make all repairs in said building necessary to its use and occupancy, including the repairing of plumbing, papering or repairing or repapering 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 or 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, Oklahoma.

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 herein 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 shall be used for Hotel purpose only, and for no other object or purpose, and this lease shall not be assigned or 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 hereunder 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 the lease, to-wit: on the 15th day of October, 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. It is further agreed that the party of the second part will not ^{use} or permit said building to be used for immoral purposes, immoral conduct, gambling or for the use or sale of intoxicating liquors. Violation of this provision shall terminate this lease at the option of the first party. The party of the second part is hereby granted the privilege of sub-letting, in accordance with the terms of this lease, that portion of the building hereby let, but in no event is the second party relieved of the rental obligation or any responsibility under this lease.

In witness whereof, the parties hereto have hereunto set their hands the day and year first above written.

Clara B. Shuler,
By Isaac Shuler, atty-in-fact,
Party of the first part,

E. M. Brown,
W. E. Green, Party of the second part.

State of Oklahoma)

County of Tulsa)

SS

Before me, a Notary Public, in and for said County and State, on this 16th day of Oct. 1924, personally appeared E. M. Brown, and W. E. Green to me personally known to me to be the identical persons who executed the within and foregoing instrument and

COMPARED BY
JSS and JKC