

complete surrender of all of the second party, their heirs or assigns interest in said property, after which all payments and liabilities thereafter to accrue under and by virtue of its terms, shall cease and determine and this lease become absolutely null and void.

All provisions hereof shall extend to the heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals the day and year aforesaid

*Witness*

George West (SEAL)

Frank O. Cavitt (SEAL)

ACKNOWLEDGEMENT.

STATE OF OKLAHOMA, )  
                              : SS.  
TULSA COUNTY.        )

On this 12th, day of March, A. D., 1909, before me, a Notary Public, within and for the County and State aforesaid, appeared in person *George* West, Sr. and Frank O. Cavitt, to me personally well known as the persons whose ~~names~~ <sup>names</sup> appears upon the within and foregoing Mining Lease, as the party Lessor, <sup>and</sup> ~~and~~ stated that they executed the same for the consideration and purposes therein mentioned and set forth, and I hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal as such Notary Public, in the County of Tulsa, and State of *Oklahoma*, on this 12th, day of March, A. D., 1909. My commission expires May 20, 1911.

(SEAL)

W. S. McCluskey, Notary Public.

Filed for record at Tulsa, Okla., Mar. 12, 1909. at 12 o'clock M.

H. C. Walkley, Register of Deeds (SEAL)

COMPARED

THE LEASE CONTRACT FOR HOTEL ALCORN.

THIS AGREEMENT, Made and entered into the 25th, day of April/ A. D., 1904, by and between W. N. Robinson and Louise I. Robinson, of Tulsa, I. T. parties of the first part; and E. I. Weitzel, party of the second part,

WITNESSETH: That ~~the said party of the first part~~ <sup>for</sup> for the consideration hereinafter mentioned, shall and does hereby lease unto the said second party the Alcorn Hotel, situated on the corner of Boston Avenue and South First Street, occupying Lot 11, Block 73, in the Town of Tulsa, in the Creek Nation, for a term of five years from date hereof, at a yearly rent of (\$2400.00) Twenty Four Hundred Dollars, and for a term of five years additional at the same rent, at the option of the second party, clear from all taxes, rates and assessments whatever, except the occupation tax.

That the said second party shall, in consideration thereof, pay said yearly rent as follows: Two Hundred Dollars (\$200.00) per month, payable on the first day of each month in advance.

That second party shall, during said term, bear and pay his full proportion of the expenses of cleansing and keeping in repair said premises, and keep said premises in good condition, and so deliver the same at the expiration of said term, ordinary wear and tear only, excepted.

That the said second part shall not let or under-lease said premises to any person or persons whatsoever during said term, without the consent of said first party having first been obtained in writing.