

## L E A S E.

THIS LEASE, entered in to this 29th, day of January, 1909, by and between R. T. Daniel party of the first part, and James Constandine, party of the second part,

WITNESSETH: Party of the first part, for and in consideration of the sum of \$175.00 per month to be paid by second party monthly in advance, to the party of the first part, for a term of Two (2) years, beginning on the 15th, day of February, 1909, and ending on the 14th, day of February, 1911, party of the second part paying the first party the total sum of \$4200.00 for the entire two years, the receipt of the first month's rent being hereby acknowledged, lets leases and demises to the party of the second part the following described property, to-wit:

A room situated in the Daniel Block of the Northeast corner of Main and Third Streets, in the City of Tulsa, Tulsa County, Oklahoma, the same being the corner room in said building, a space about twenty by Sixty feet on the First Floor.

Permission is granted to the party of the second part to partition off one or two smaller stores in the East end of said store, twelve by twenty feet each, fronting Third Street, and the privilege is given to sublet them, should the party of the second part so desire, to any first class business, excepting a Cigar stand, but party of the first part reserves the right to refuse party of the second part the privilege of subletting the Main Street Front, a space about twenty by thirty six feet, twenty feet fronting on Main Street, unless the party of the second part secures the written consent of first party. Second party leases these premises for general merchandise purposes.

As security for the payment of the said rent party of the second part hereby gives to first party a first mortgage upon all the fixtures, consisting of show cases, shelves, safes, counters, a soda fountain, etc., subject however to any moneys due for the purchase price of said fixtures, and said fixtures are to remain in said store during the life of this lease.

Party of the second part is hereby given the option to continue this lease from year to year, at the price set by the party of the first part, his consent to be obtained in writing only.

Party of the second part agrees to put in said premises a soda fountain not to cost less than Twenty Five Hundred Dollars (\$2500.00), the same to be installed within three months from date.

Party of the second part agrees to pay for all electric lights, gas and water used by him in the entire store, or used by his tenants.

Party of the second part releases party of the first part from all damage that may occur from the action of the elements, fire or leakage, and to quietly and peaceably surrender said property at the end of this lease in as good condition as when received, natural wear and tear excepted. Party of the second part further agrees to replace any glass that may be broken during his occupation. No lettering shall be done upon the windows except in Gold Leaf.

Said premises shall not be used for any unlawful purpose.

R. T. Daniel

James Constandine.

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

Before me, a Notary Public, in and for said County and State, on this 29th, day of January, 1909, personally appeared James Constandine, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public, this 29th, day of January, 1909.  
(SEAL) My commission expires 11/25/1911. W. V. Biddison, notary Public.  
Filed for record Mar. 23, 1909. at 8.30 A. M. : H. C. Walkley, Register of Deeds (SEAL)