

L E A S E.

THIS INDENTURE, Made the 11th, day of June 1909, between Fred E? Turner, of Muskogee Oklahoma, party of the first part and Charles Ora and H? M. Horkheimer, of Tulsa, Oklahoma parties of the second part,

WITNESSETH: That said pa rty of the first part, in consideration of the covenants of the said parties of the second part herein set forth, does by these presents lease to the said party of the second part, the following described property, to-wit:

Part of Lot No Seven (7) vacant Block One Hundred Nineteen (119), fronting on Thrid Street, in the City of Tulsa, Oklahoma.

TO HAVE AND TO HOLD THE SAME, to the said parties of the secondpart from the 11th, day of June 1909, to the 1st, day of November 1909, and the said parties of the second part in consideration of the leasing of the premises as above set forth, covenants and agrees with the party of the first part, as rent for same, the sum of Four Hundred Fifty Three and 33/100 (\$453.33) Dollars, payable as follows, to-wit: One Hundred and no/100 (\$100.00) on the tenth (10) day of each and every month during the existence of this lease.

The said party of the second part further covenants with the said party of the first part, that at the expiration of the time mentioned in this lease, peaceable possession of the premises shall be given to the said party of the first part, in as good condition as the same now are, the usual wear, inevitable accidents and loss by fire excepted, and that upon the non payment of the whole or any portion of said rent at the time when the same is above promised to be paid, the said party of the first part may, at his election, either distrain for said rent due, or declare this lease at an end and recover possession as if the same was held by forcible detainer; the said parties of the second part hereby waiving notice of such an election, or any demand for the possession of said premises.

And it is Furthermore covenanted and agreed by and between the parties hereto, that the said second parties will not sublet, under hire or release the said premises to any person or persons without first obtaining the written consent of the said first party; and that the said second parties shall run, operate and maintain the business of an Air Dome/ It is further understood and agreed that the buildings must be constructed in strict accordance with the City regulations as to the kind and character of buildings, and no other business, without the consent of the said first party being obtained in writing. And it is further agreed and understood between the said parties hereto, that as a protection against failure, loss or forfeiture of the conditions of this contract and the non payment of the rent as per the above stated terms, that all the goods, wares and merchandise owned by the said second parties and constituting the stock of said business and contained in said property described in this lease, shall be held as a pledge and stand as security for the faithful performande of the covenants herein extending to the said second parties, and it is agreed and understood that the said first party is to have and to hold a lien, and that this instrument shall be and constitute a lien upon all of the personal property, stock of goods, wares and merchandise contained in said building and used in said premises, for the full payment of the debt and obligations made by said second parties as existing and living under the terms of this lease.

That the said first party shall not be liable for any damage to any property at any time in said premises or building from water, rain or snow, which may leak into, or flow from any part of said building of which the premises hereby leased are a part, or from the pipes of plumbing works of the same, or from any ot er place or quarter.