

STATE OF OKLAHOMA, )  
 : SS.  
 T U L S A COUNTY. )

BEFORE ME, a Notary Public, in and for the County and State aforesaid, this first day of September 1909m personally appeared <sup>John</sup> F. Jones and R. C. Brady, 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 this day and date last above written.

W. V. Biddison, Notary Public.

(SEAL) My commission expires 11/25/1911.

Filed for record at Tulsa, Okla., Sep. 3, 1909, at 9.30 o'clock A. M.

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

# L E A S E.

THIS INDENTURE AND LEASE, made in duplicate this 31st day of July 1909, by and between Jay Forsythe of the first part, and J. Olson of the second part, WITNESSETH:

That the party of the first part for and in consideration of the rents, covenants and agreements hereinafter contained, does by these presents demise, lease and rent, for a period of Five (5) years from the 15th, day of May 1910, to the party of the second part, the following described property, to-wit:

The room on the ground floor of the building located on Lot Three (3), in Block Ninety (90), City of Tulsa, State of Oklahoma:

SUBJECT to the conditions hereinafter specified.

The party of the second part for and in consideration of the use and possession of said premises, does hereby agree to pay on the first day of each and every month in advance, beginning the 15th, day of June 1910, the sum of One Hundred and Sixty (\$160.00) Dollars unto the party of the first part, receipt of the first payment of \$160.00, for the month beginning the 15th, day of May 1910, and ending the 15th, day of June 1910, is hereby acknowledged.

The party of the first part agrees to turn over to the party of the second part, the said room in good condition, and with such front to said room as was heretofore maintained prior to the time said room was occupied by the picture show now using the room; provided the party of the second part shall have the right to alter the front at his own cost and expense, and can use said old front in making the alterations, free of cost.

The party of the second part agrees to maintain and keep said room in as good state of repair as is turned over to him, natural wear and tear alone excepted, and to hold said first party free from all expense in the maintenance and occupancy of said room, including assessments for light, heat, water and other expenses.

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 of said room during the term here granted.

The party of the second part agrees not to use said room for any purpose that will increase the insurance risk on said building, or for any purpose prohibited by the statutes of Oklahoma or the ordinances of the City of Tulsa.