

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

BEFORE ME, T. S. <sup>Sanders</sup> Sanders, a Notary public, within and for said County and State on this the 16th, day of November 1908, personally appeared William W. Vann and \_\_\_\_\_ Vann husband and wife, 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.

<sup>Sanders</sup>  
T. S. Sanders, Notary Public.

(SEAL) My Com. Exp. 10- 5 - 1912.

Filed for record at Tulsa, Okla., Sep. 21, 1909, at 2.15 o'clock P. M.

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

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COMPARED

L E A S E.

THIS LEASE entered into this 7th, day of May 1909, by and between R. T. Daniel, party of the first part, and B. Jacobs of Akron, Ohio, party of the second part: WITNESSETH:

Party of the first part, for and in consideration of the sum of One Hundred and Twenty Five Dollars (\$125.00) per month to be paid by second party monthly in advance, to the party of the first part, for a term of three (3) years beginning on the 1st, day of August 1909, and ending on the 1st, day of August 1912, party of the second part paying the party of the first part the total sum of Forty Five Hundred Dollars (\$4500.00) for the entire period of three years, the receipt of the first three (3) months rent being hereby acknowledged, lets, leases and demises to the party of the second part the following described property, to-wit:

The middle room on the first or ground floor of the Daniel Block, situated on the corner of Third and Main Streets in the City of Tulsa, Tulsa County, Oklahoma, the said room having a frontage of seventeen feet approximately, and sixty feet in depth.

The party of the second part is to have the privilege to sublet any or all of said room without the written consent of the party of the first part.

As security for the payment of the said rent party of the second part hereby gives to first party a first mortgage upon all fixtures, consisting of show cases, shelves, safes, counters and any and all fixtures used in said room, by said party, 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 after the termination of this lease, 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 pay for all electric lights, gas and water used by him in the entire store.

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 agrees 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 farther agrees to replace any glass that may be broken during his occupancy, except that party of the first part agrees to carry the risk of the side plate on the north side of the main entrance door which is now cracked across the upper corners, but in case such glass is further broken, after any