

That the said Chauncey A. Owen for the consideration and covenants to be paid and performed on the part of the said E.M. Smith as hereinafter specified has this day let, leased and demised and by these presents does let, lease and demise unto the said E.M. Smith the following described property to-wit:

All of the first floof of the brick building located on the Southerly 100 feet of Lot Three (3) and Northerly 25 Feet of the Southerly 100 feet of Lot two (2) all in Block Sixty (60) City of Tulsa, Oklahoma, said term of lease to begin on the 1st day of July 1910, and to continue five years from date subject to the conditions and restrictions hereinafter specified and set forth.

In consideration of said leasing and renting the said E.M. Smith binds and promises to pay to the said Chauncey A. Owen, as rental for said property the sum of Nineteen Hundred Twenty dollars, to be paid in twelve montly installments of One Hundred Sixty dollars each said installments to be paid promptly on the first of each calendar month in advance and in case of default in any or either said monthly payments for a period of five days after they or either of them shall fall due, then, in such event the said Chauncey A. Owen at his option, shall have the right to declare this lease cancelled, and the right to re enter and re take possession of said property without let, suit or ~~drance~~drance.

The said E.M. Smith agrees to drive no nails or other things into the walls or injure or in any way or manner deface the same or any part of said property.

The said E.M. Smith agrees to take good care of said property, and to repair any damage done the same through their carlessness or neglect, ~~at~~at their own expense and at the expiration of this lease to deliver up said property to the said Chauncey A. Owen, in as good condition as the same now is, reasonable wear and tear excepted.

The destruction of the building on said premises by fire shall work a termination of this lease.

The said E.M. Smith is not to be held responsible for any damage done to the contents of said building by action of the elements?

The said E.M. Smith agree to yield quiet and peaceable possession of said premises to the said Chauncey A. Owen on the termination of this lease

The said E.M. Smith shall not sublet the said premises, or any part of same, without the written consent of said Chauncey A. Owen.

Chauncey A. Owen

Witness.

E.M. Smith, By O.R. Smith

State of Oklahoma, Tulsa County SS.

Before me, the undersigned, a notary public in and for the said county and state, personally appeared chauncey A. Owen, and O.R. Smith to me known to be the identical persons who executed the 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.

This done at Tulsa, Oklahoma, this 30th day of November, 1910

(seal)

Roscoe Adams, notary public

My commission expires June 6, 1914

Filed for record at Tulsa, Okla Nov 30, 1910 at 5 P.M.

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