

## LEASE.

THIS INDENTURE AND LEASE made in duplicate, this 31st day of July 1909, by and between Jay Forsthy e of the first part, and J. Olsan 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 costs 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 a state of repair as is turned over to him, natural wear and tear alone excepted, and to hold said first party free from any and all expense in the maintenance and occupancy of said room, including assessments for light, heat, water, and any other expenses.

The party of the second part further agrees to hold free and harmless, and <sup>also</sup> hereby release said 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.

It is understood and agreed, time being the essence of this provision, that should the party of the second part default in any payment of rent, as above stated, the first party may immediately take possession of said room and the stock of goods therein contained and sell so much of said stock as will pay the rental for the unexpired term herein granted, and any and all expenses incident to such sale.

It is further understood that the property herein leased will be used for retail mercantile purposes, and for no other object or purpose, and that this lease will not be assigned without the written consent of the party of the first part, and the use of this property for any other purpose than herein designated on the assignment of this lease without the written consent of the party of the first part, and the use of this property for any other purpose than herein designated on an assignment of this lease, without the written consent of the party of the first part, will entitle the party of the first part to immediate possession, and the balance remaining unpaid of the rental herein agree upon shall be and become immediately due.

And it is further provided that in the event of the assignment to creditors by the party of the second part or