

LEASE

LOUIS OPPENSTEIN

to

H. S. THOMAS

and

EDWARD JACOBSON.



LEASE

THIS LEASE, made and entered into on this 27th day of May, A. D., 1919, by and between LOUIS OPPENHEIM, of Kansas City, Missouri, as LESSOR, and H. S. TRUMAN and EDWARD JACOBSON, both of Kansas City, Missouri, as LESSEES:

WITNESSETH THAT:

(1) The Lessor hereby leases to the Lessees for the period and upon the terms and conditions hereinafter stated, the following described store-room and premises, to be used for the purpose of conducting a Gents Furnishing Goods business, including the handling of hats and caps but otherwise limited to the handling of the line of goods ordinarily carried by Gents Furnishing Goods stores and in no event to include the handling of suits, overcoats, coats or shoes, to-wit:

The room known as Number 104 West Twelfth Street, in Kansas City, Missouri, it being the room next east of the lobby or main entrance of the building at the Northwest corner of said Twelfth Street and Baltimore Avenue, in said City, and having a frontage of eighteen (18) feet, more or less, on Twelfth Street, and a depth of forty eight (48) feet, more or less.

(2) The Lessor agrees to remodel the store-room by putting in a modern store front; putting the ceiling in first class condition; laying tile on not to exceed Five Hundred (500) Square Feet of the floor, the portion of the floor to be tiled to be designated by the Lessees before the work is commenced; furnishing an outlet from the room for electric wiring and connections not exceeding ten in number; installing a wash bowl in the room; and furnishing a stairway to the basement space to be used for storage purposes as hereinafter set forth. Such remodeling shall be commenced by Lessor as soon as possible after July 2, 1919, and finished with reasonable dispatch.

(3) The Lessor Agrees to allow the Lessees the use of not less than Four Hundred (400) Square Feet of basement space under the premises hereby let, for storage purposes.

(4) The Lessor reserves the right to establish, run and maintain, in the leased premises; heat, light, plumbing and sanitary pipes, wires and appliances for the use of other portions of the building in which the leased premises are located.

(5) The period for which the premises are let hereunder, is from and following the date of the completion of the work of remodeling the premises as aforesaid to the first day of the next month thereafter; and for the Term of Five (5) Years, beginning upon the first day of the month next following the date of such completion, the commencement of the term to be endorsed hereon over the signatures of the parties. In the event of dispute between the parties as to the date of commencement of the term the same shall be fixed by and endorsed hereon over the signature of Fred E. McIlvain, architect, and his decision shall be final and binding upon the parties.

(6) The rent for the premises, which the Lessees and each of them hereby agree to pay, shall be at the rate of Three Hundred Fifty (\$350.00) Dollars per month from the date of the completion of said work of remodeling the premises to the first day of the next month (when the term of five years aforesaid shall begin) payable upon the day of such completion; and shall be Three Hundred Fifty (\$350.00) Dollars per month for each and every month of the five year term of this Lease, payable in advance on the first day of each month (excepting for the first three (3) months of the term which shall be paid at the time of the execution hereof) unless it shall be Sunday or a holiday in which event the rent shall be paid upon the following day. The rent shall be paid at Lessor's place of business at Number 1124 Walnut Street, in Kansas City, Missouri, or at such other place as Lessor may, from time to time, designate to the Lessees in writing.

(7) The Lessees covenant and agree to pay for all heat, light and water required by their use in the demised premises; to make all needed repairs in the demised premises occupied by them; to replace all broken and

damaged glass and keep in repair all pipes, wiring and plumbing in the leased premises; and to protect and indemnify the Lessor from and against all loss, cost and damage due to their failure to make any of such repairs and in connection with or growing out of their use and occupancy of the premises hereby let.

(8) The Lessees shall not have the right or privilege of constructing or maintaining a business sign of any kind which shall project from the building or into the sidewalk space on the frontage of the premises, without the written consent of the Lessor.

(9) The Lessees covenant and agree that they will not assign this Lease or the term or any part thereof or sublet the demised premises or any part thereof or allow any one to come in with or under them without the consent, in writing, of the Lessor; that they will keep the demised premises and every part thereof, free from filth, danger by fire or any nuisance; that they will not use or permit to be used the demised premises or any part thereof contrary to any Law, Ordinance or any regulation made by any competent authority and that they will comply with all such Laws, Ordinances and regulations; and that, finally, at the end of the term they will surrender to the Lessor peaceable possession of the premises in as good condition as they received the same, the usual wear and tear, loss or damage or destruction by fire, storm or other providential cause excepted.

(10) In case the demised premises shall become partly unfit for use by damage from fire, storm or other providential cause, the Lessor shall, within Sixty (60) days thereafter, restore the same to their condition before the casualty, and until they are restored the Lessees shall pay rent only in the proportion the space occupied bears to the total space of the demised premises. If the demised premises shall be totally destroyed then this Lease shall terminate.

(11) If the Lessees shall fail to pay any instalment of rent within ten (10) days after it shall become due or shall violate any of the other covenants or agreements in this Lease, the Lessor may, at his option, declare a forfeiture of the Lease therefor, providing the Lessees shall fail to pay such rent or comply with such covenants or agreements within ten (10) days after written notice by the Lessor to the Lessees, addressed

to the Lessee at the premises, of the Lessor's intention to declare a forfeiture for the breach, but for any of such causes the obligation to pay the rent hereunder shall not cease.

(12) The Lessor and his agents shall have the right, at all reasonable times, to enter the demised premises to inspect the same and to establish and maintain heat, light, water and sanitary plumbing, wiring appliances and connections.

(13) The Lessor covenants not to lease any other portion of the building in which the demised premises are let for a Gents Furnishing Goods store.

(14) The Lessees' interest hereunder shall not pass by operation of law, bankruptcy, insolvency or receivership, without the written consent of the Lessor.

(15) The covenants, obligations and agreements herein expressed shall bind the parties and their respective heirs, personal representatives and assigns.

(16) This Lease is made by the Lessor upon the condition that if he shall fail to secure title to the tract of land upon which the leased premises are located, under a contract of purchase entered into between him (the Lessor) and John Henry Herndon, et al, dated May 6, 1919, then this Lease shall be annulled and cancelled and the advance rent paid as aforesaid shall be refunded to the Lessees but otherwise this Lease shall remain in full force and effect.

IN TESTIMONY WHEREOF the parties have subscribed their names to duplicated hereof, both originals, on the date first herein mentioned.

Lessor agrees to install steel ceiling

Louis H. Stevens
LESSOR

Harry S. Truman

Edward Jacobson
LESSEES

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this 27th day of May, 1919, before me, the undersigned, a Notary Public, personally appeared Louis Oppenstein, H. S. Truman and Edward Jacobson, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Kansas City Mo the day and year first above written.

My term expires April 15, 1922

Mary Spoor
Notary Public in and for said County and State.