#### TITLE TO REAL ESTATE

appliances (with the right of removal as hereinbefore provided), on, under, and above the ground as it may require or desire in the conduct of the business to be conducted on said premises, the same to be in addition to those of Lessor as described in the next succeeding Article entitled "LESSOR'S IMPROVEMENTS." Lessee shall have the further right to make, at its expense, such additions to or alterations in Lessor's buildings, structures, and improvements as Lessee shall deem desirable or necessary, and to make connections with any and all water-, gas-, and sewer-lines and- pipes on or serving the demised premises, and to continue the use and service thereof during the term of this lease.

ARTICLE VI.

## LESSOR'S IMPROVEMENTS:

In addition to the real estate hereinabove described, it is understood that there is now located upon said premises certain property of Lessor described as follows:

BUILDINGS AND YARD IMPROVEMENTS:

One Brick service station building with canopy, approximately 20x45' One frame washing and greasing shed, approximately 32x66'

PUMPS AND TANKS:

SIGNS:

FURNITURE:

TOOLS:

MISCELLANEOUS EQUIPMENT:

#### CERTIFIED AS CORRECT:

W. M. Hanlon For Lessee.

NORRIS BROTHERS INC. By- D. L. Norris, Pres. & Treas. For Lessor.

#### MAINTENANCE AND UPKEEP:

Lessor covenants and agrees to maintain, at its expense, in good condition and repair the buildings, improvements, structures, and other property hereby leased, and Lessor shall like wise correct any defects in materials and work in the construction of said buildings, improvements, structures and property as and when the same appear. Should Lessor's said property, or any portion thereof, be destroyed or so damaged by fire or other casualty as to become unfit for occupanty or use, Lessor shall have sixty (60) days after notice from Lessee so to do within which to repair, rebuild or replace the damaged or destroyed property. The rent herein reserved shall abate from the time said premises are so rendered unfit for occupancy or use until the necessary repairs or replacements are made and the premises are put in condition for the conduct of business. If the damage to Lessor's property is such as not to prevent the conduct of business, and also when repairs or replacements not the result of fire or other casualty, are required, Lessor shall make the same within ten (10) days after notice from Lessee so to do. In the event Lessor shall fail, neglect or refuse to make the required repairs or replacements, whether they be such as to render the premises unfit for occupancy or use on otherwise, Lessee may terminate this lease, or may make the required repairs or replacements for the account of Lessor as hereinafter provided in the Article entitled, "BREACH OR DEFAULT".

Lessee agrees to return said premises to Lessor at the termination of this lease in as good condition as when received, natural wear, tear, and deterioration because of use, time and the elements, causes beyond the control of Lessee, and repairs and replacements for which Lessor is obligated, excepted.

Lessor agrees at its expense to repaint the improvements located or to be located on the demised realty at least once every two (2) years during the term of this lease, or any extension thereof, in colors suitable to Lessee, excluding, however, any advertising material of Lessee located on or about the premises.

· · ARTICLE VIII•

## TAXES AND ASSESSMENTS:

Lessor agrees to pay all general taxes and special assessments levied and assessed and to be levied and assessed on said premises while this lease remains in force.

ARTICLE IX.

#### LICENSES AND OCCUPATIONAL CHARGES:

Lessee shall be liable for, and agrees to pay throughout the term, of this lease, all license fees and occupation taxes covering the conduct of its business, and all taxes and charges for water, gas, and electric current, and any other public utility or service used by it.

ARTICLE X.

### LAWFUL USE OF PREMISES:

Lessee covenants and agrees that it will comply with and observe all laws, statutes, ordinances, regulations and legal requirements relating to its use of said premises and to the business to be conducted thereon; and that it will not permit or suffer said premises to be used for the purpose of carrying on any illegal business or occupation.

ARTICLE XI.

# QUIET POSSESSION:

Lessor covenants and agrees to and with Lessee that, the rents being paid in the manner and at the time herein prescribed, and the covenants and obligations of Lessee being all