

TITLE TO REAL ESTATE

or Title Guarantee Policy prepared and issued by a financially responsible title abstract company, or a Title Certificate commonly referred to as a "Torrens Certificate of Title", showing good merchantable title in Lessor as of a date not earlier than the date of said notice. A reasonable time will be allowed Lessee to examine such abstract or other evidence of title, and if the same does not then show good merchantable title in Lessor, a reasonable time will be allowed Lessor to cure defects and clear the title preparatory to delivery of deed and any other instruments required to effect the transfer and conveyance.

Upon acceptance by Lessee of said title, and payment to Lessor of the purchase price herein specified, Lessor shall convey to Lessee or its nominee, by General Warranty Deed, a fee simple title in and to said real estate and the appurtenances thereunto belonging, free and clear of all liens, encumbrances, and charges of whatsoever character, with release of dower, curtesy, homestead, and all statutory rights; and shall also deliver to Lessee, free of expense to Lessee, such abstract or other evidence of title, showing good merchantable title to said premises in Lessor at the time of delivery of deed.

If any personal property shall be included in the option, Lessor shall furnish evidence, satisfactory to Lessee, of Lessor's ownership thereof, and shall convey the same by Bill of Sale with full covenants of warranty.

Such purchase shall serve to cancel the within lease in all particulars, and if Lessor shall have been paid rents covering a period subsequent to date of delivery of deed, such payment shall be applied on and shall constitute a part of the purchase price of the property conveyed.

If at the time of purchase there shall be a valid mortgage, trust deed, or like encumbrance against said premises or any part thereof, which cannot be then paid and satisfied without payment of penalty or bonus, the amount of indebtedness evidenced by such instrument shall be withheld by Lessee from the purchase price and conveyance shall be made subject to said indebtedness, Lessee assuming payment thereof.

ARTICLE XVII.

REMOVAL OF LESSEE'S PROPERTY:

On the termination of this lease by lapse of time or in any other manner, Lessee may, within a reasonable time thereafter, at its option and expense, remove from said premises any and all buildings, structures, improvements, money safes or chests, equipment, appliances, and other property of whatsoever nature placed or owned by it thereon, and after such removal shall restore the surface of the ground to its uniform and even condition, free from all excavations and debris; provided, however, if Lessee shall have made any alterations in or additions to any of Lessor's buildings, structures or improvements, constituting an integral part thereof, the same may be removed by Lessee only upon Lessee's restoring Lessor's said altered property to the condition in which it was prior to Lessee's work thereon.

BREACH OR DEFAULT:

In the event Lessee shall be in default in the payment of rentals or other charges hereunder, or otherwise shall breach its covenants or obligations hereunder, and shall remain in default for a period of fifteen (15) days after notice from Lessor to it of such default, Lessor shall have the right and privilege of terminating this lease and declaring the same at an end, and shall have the remedies now or hereafter provided by law for recovery of rent, repossession of the premises, and damage occasioned by the breach or default.

In the event Lessor shall breach or be in default in the performance of any of the covenants or obligations on it herein imposed, and shall remain in default for a period of fifteen (15) days after notice from Lessee to it of such default, Lessee shall have the right and privilege of terminating this lease and declaring the same at an end, and shall have the remedies now or hereafter provided by law for the recovery of damages occasioned by such default. If such breach or default shall consist of the failure or refusal of Lessor to maintain said premises in the condition required of Lessor, as hereinabove provided, Lessee may, at its option, after the expiration date of the notice to Lessor, make the necessary repairs or replacements, and Lessor shall be liable forthwith to Lessee for any amounts so expended. Lessee shall have the right to apply any unpaid rentals in liquidation of said indebtedness, and if at the expiration of this lease said indebtedness shall not have been paid, this lease, at the option of Lessee, shall continue in force on the terms and conditions herein set forth until said indebtedness shall have been fully satisfied.

ARTICLE XIX.

CONTINUITY:

This agreement and each and all of the covenants, obligations, and conditions hereof, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of Lessor, and the successors and assigns of Lessee. Although designated in the singular number as "Lessor", if there be more than one, they and each of them shall be jointly and severally bound by the obligations and covenants herein imposed. In the event of the assignment of this lease by Lessee, or of its subletting the premises or any part thereof, Lessee shall at all times remain liable to Lessor for the payment of rents and charges, and for the faithful performance of all obligations imposed upon Lessee hereunder.

ARTICLE XX.

NOTICES:

All notices given under this instrument shall be in writing, and may be given either in the statutory method, if any, in the State where the premises are situated; or by depositing the notice in the United States registered mail, postage prepaid, enclosed in an envelope addressed to the party to be notified, at such party's address as shown in this instrument or at any known address of any Lessor, if there be more than one; and the day upon which such notice is so mailed, shall be treated as the date of service. If there be more than one Lessor, notice to any one of them shall constitute notice to all.

of entering upon and taking possession of said premises and