

and that Tenant, upon paying the rent and keeping the agreements of said lease, as herein further modified, supplemented and extended, on its part to be kept and performed, shall have peaceful and uninterrupted possession during the term of said lease, as herein further modified, supplemented and extended. Landlord shall furnish Tenant satisfactory evidence of Landlord's title.

7. If at the time of execution and delivery of this agreement the property of which the leased premises are a part is subject to any mortgage, deed of trust or other encumbrance in the nature of a mortgage which is prior and superior to said lease, as herein further modified, supplemented and extended, it is a further express condition hereof that Landlord shall thereupon furnish and deliver to Tenant, in form and substance acceptable to Tenant, an agreement executed by such mortgagee or trustee, either (i) making such mortgage, deed of trust or other encumbrance in the nature of a mortgage subject and subordinate to said lease, as herein modified, supplemented and extended, and to all of Tenant's rights thereunder, or (ii) obligating any party acquiring title or right of possession under or by virtue of such mortgage, deed of trust or other encumbrance to be bound by said lease, as herein further modified, supplemented and extended, and by all of Tenant's rights thereunder, provided that Tenant is not then in continued default after notice in the payment of rents or otherwise under the terms of said lease, as herein further modified, supplemented and extended.

8. Except as otherwise specifically provided herein, said lease, as herein further modified, supplemented and extended, and all of the applicable covenants and conditions thereof shall remain in full force and effect during the continuance of the extended period provided herein.

9. This agreement shall also bind and benefit the heirs, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHERE OF, the parties hereto have executed and delivered this agreement, under seal, the day and year first above written.

WITNESS:

Jimmie W. Garrison Jr.
James D. Adshall
Jimmie W. Garrison Jr.
James D. Adshall

Paul Browning (SEAL)
Paul Browning

Ethel S. Browning (SEAL)
Ethel S. Browning

James D. Adshall
Joanne Kelsen

WALGREEN CO.

By *A. Campbell*
Vice President

Attest:

W. K. ...
Assistant Secretary

