

and at the expiration of this lease or extension thereof it will be permitted to remove said signs and alterations and additions to said premises shall remain for the benefit of the lessor, unless otherwise provided herein.

If second party is an individual, he is hereby given the right to assign this lease to Sears Roebuck & Co. a Corporation organized under the laws of New York when it has qualified to do business in the state wherein the demised premises are situated, or to a Corporation of said state caused to be organized by Sears Roebuck & Co. as one of its branches. In the event first party shall permit any part of the building in which the demised premises are situated or any contiguous property owned or controlled by first party, to be used for any unlawful purpose or purposes that will injure the reputation of the said building or the neighborhood, then second party shall have the right to terminate this lease by giving ten (10) days notice in writing of its intention to do terminate this lease.

Fifth: To pay (in addition to the rents above specified) all electric bills, and gas bills taxed, levied or charged upon said demised premises for and during the time for which this lease is granted, and to pay del of water said demised premises are situated; and in case any water rent and gas bills shall not be paid when due, said party of the first part shall have the right to pay the same, which amount so paid, together with any sums paid by said party of the first part to keep said premises and their appurtenances in a clean and healthy condition as hereinbefore specified, are hereby declared to be so much additional rent, and shall be due and payable with the next installment of rent due thereafter under this lease.

Sixth: To allow the party of the first part free access during business hours to the premises hereby leased for the purpose of examining and exhibiting the same, or to make any needed repairs or alterations of said premises, which said first party may see fit to make; but the examining and exhibiting of said premises and any repairs or alterations to be made by party of the first part shall not in any manner interfere with the business of the party of the second part, but shall be done during the regular business hours of the party of the second part unless otherwise agreed upon by the parties hereto; also to allow to have placed upon said premises at all times notice of "For Sale" also "To Rent," sign or signs sixty (60) days prior to the expiration of this lease and will not interfere with the same.

Seventh: If said party of the second part shall

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abandon or vacate said premises, the same shall be re-let by the party of the first part for such rent, and upon such term as said first party may see fit; and if a sufficient sum shall not be thus realized after paying the expenses of such reletting and collecting to satisfy the rent hereby reserved, the party of the second part agrees to satisfy and pay all deficiency.

Eighth: At the termination of this lease by lapse of time or otherwise, to yield up immediate possession to said party of the first part.

Ninth:

Tenth: Party of the first part hereby agrees not to rent any store in said building for any business similar in nature to that carried on by party of the second part.

Eleventh: Party of the second part further agrees to be responsible for all plate glass in the store, having replaced all broken glass with glass of like quality and dimensions; but if at any time during the term of this lease the frames of said plate glass need repairing the same shall be done by party of the first part.

It is expressly agreed between the parties hereto, that if default be made in the payment of the rent above reserved, or any part thereof, or in any of the covenants and agreements herein contained, to be kept by the party of the second part, it shall be lawful for the party of the first part or the legal representative of said party after ten days previous written notice to second party at any time thereafter, at the election of said first party, or the legal representative thereof, without further notice unless said default be cured within said ten days to declare said term ended, and to re-enter said demised premises, or any part thereof, either with or without process of law, and the said party of the second part or any person or persons occupying the same, to expel, remove and put out, using such force as may be necessary so to do, and the said premises again to re-possess and enjoy, as before their demise, without prejudice to any remedy which might otherwise be used for arrears of rent or preceding breach of covenants, and party of the second part further covenants and agrees that said party of the first part, or the representatives or assigns by said party, shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all property of said party of the second part, whether exempt by law or not, as security for the payment of the rent therein reserved.

It is further agreed by the parties hereto, that

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