

TITLE TO REAL ESTATE

voluntary or involuntary, or is placed in the hands of a receiver, or makes a general assignment of its property for the benefit of creditors, or files a petition pursuant to any state or federal law for the extension of its debts, or for reorganization, or if its stock of goods, wares and merchandise located on the leased premises should be seized under attachment, execution, or other process, and such attachment, execution or other process be not vacated or such property released within fifteen days, then and in any one of such events the landlord may, at his option, either:

(A) Declare the full rental price for the entire term immediately due and payable and resort to any legal remedies at law or in equity for the enforcement or collection of the rent or to recover damages for the breach of said covenants; or

(b) Declare this lease terminated and enter and take possession of the leased premises and thenceforth hold the same free from the right of the tenant, or its successors or assigns, to use said demised premises, but the landlord shall, nevertheless, have the right to recover from the tenant any and all amounts which, under the terms hereof, may then be due and unpaid for the use of the demised premises, provided the tenant shall not have paid said rent before the expiration of such fifteen days' notice.

(8) The tenant shall keep the premises, including heating apparatus, wiring, windows and plumbing in good order and repair during the terms of this lease, and upon the expiration or termination of said lease, shall deliver up the premises and building in as good repair as they were at the commencement of said lease, reasonable wear and tear excepted. In this connection, it is understood that the landlord shall keep in repair any water pipes leading to said building.

(9) Other than as hereinafter specified, the tenant agrees to make no repairs, improvements or alterations to the premises and building except at its own expense and without first having obtained the written consent of the landlord.

(10) Should the building or any substantial part thereof be destroyed or so damaged by fire or other casualty as to be unfit for occupancy or use, the rent or a fair and just proportion thereof, according to the nature and extent of the damages, shall be suspended and cease to be payable until the building is restored and made fit for occupancy or use. Should the building be totally or substantially destroyed by fire or other casualty so as to be totally unfit for occupancy or use, this lease shall be terminated at the election of either party, notice thereof being given to the other party.

(11) It is agreed that the tenant reserves the right and privilege after payment of the rent to the expiration of the lease, of removing any and all trade fixtures and other fixtures of a similar nature which may be installed by or at the expense of the tenant.

(12) The tenant is hereby given the privilege of erecting, maintaining, or using any signs on the leased premises, including hanging or extension electric signs, the supports of which may be attached to the upper or other part of the building, of which the leased premises are a part, provided the same shall comply with the laws, ordinances, and regulations applicable thereto of the City, County and State in which the leased premises are situated. It is understood that the landlord will not permit any other person than the tenant herein to erect any signs on the front of the building occupied by this tenant.

(13) The tenant shall bear, at its own expense, any and all charges for fuel, heat, water, gas, electric lights and power used on the leased premises, during the terms of this lease.

(14) The tenant covenants and agrees that it will save harmless and indemnify the landlord from and against all loss, liability or expense that may be incurred by reason of any accident on the premises, or from any damage, neglect or misadventure to persons or property, arising from or in any way growing out of the use, misuse, or abuse of the premises hereby leased.

(15) The landlord agrees that the tenant, upon payment of the rental herein reserved, and upon the performance of the covenants and agreements herein provided to be observed and