

and unmatured rent and Lessees shall not remove any of said property from the premises without the prior written consent of Lessors.

10. The Lessees do hereby agree to construct upon the premises a drive-in restaurant according to plans hereto attached which have been initaled by the parties and made a part hereof and that the Lessors will advance toward the cost of constructing same, in their discretion, the sum of Four Thousand Five Hundred (\$4,500.00) Dollars. The Lessees agree to furnish to the Lessors paid receipt covering all disbursements for said sum. The Lessors further agree to grade and top soil the lot herein described and agree to surface treat 2560 square yards of said lot when conditions are suitable for so doing.

11. The Lessees agree that they will keep said premises in good state of repair and at Lessees' own cost and expense, and agree that at the end or other expiration or termination of this lease, they will quit and deliver up the said demised premises in as good condition as when possession is given, natural wear and tear excepted.

12. The Lessors covenant and agree that if the Lessees shall pay the rent herein provided, and shall keep, observe and perform all of the other covenants and agreements of this lease, by the said Lessees to be kept, observed and performed, the Lessees shall and may peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

13. It is further understood and agreed by and between the parties hereto that the covenants and agreements herein contained are binding upon the parties hereto as well as upon their respective administrators, executors, heirs and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals this year and day first above written.

WITNESS:

[Handwritten signature]
Walter Seay

[Handwritten signature]
Walter W. Goehring
LESSORS.