

## ARTICLE XVI. (continued)

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, or other liens of any kind, 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.

Partial or total destruction of the premises without fault of Lessee, or the happening of any event described in Article XII hereof entitled "LEGAL INTERFERENCE", after the exercise by Lessee of the Purchase Option, if any, or Purchase Refusal herein, shall, at Lessee's election, excuse Lessee's performance of the contract formed by the exercise of either of said options, it being understood that Lessee's election shall not limit Lessee's rights under this lease.

## 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 restoring Lessor's altered property to the condition in which it was prior to Lessee's work thereon. It is agreed that Lessee shall not remove the overhead doors installed by it on the service station building. ARTICLE XVIII.

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 thirty (30) 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 of entering upon and taking possession of said premises, and shall have the remedies

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