

proceedings of any kind, or if default be made in any of the covenants herein the rent for the whole unexpired term of this lease shall at once become due, payable and distrainable, and the Lessee agrees to immediately vacate the said premises.

The Lessee further agrees, as a part of the consideration of this lease, to execute and deliver to the Lessor his certain promissory note in writing for the sum of Three Hundred Dollars, representing past due rent upon said premises under a former lease, said note to become due and payable on the first day of December, 1926, and to bear interest at the rate of seven per cent from date. And that upon, or in the event of, failure of the said Lessee to pay said note in full when due the Lessor may cancel this lease without notice, notwithstanding the fact that the monthly rentals may have been paid in accordance with the terms hereof, or in other words it is hereby agreed by the Lessee that upon his failure to pay said note when due, or upon the rent becoming thirty days in arrear, or in either event, the Lessor may cancel and terminate this lease at his option and the Lessee will vacate said premises and allow the Lessor to reenter and take possession without proceedings of any kind.

The Lessor hereby agrees, as a part of the consideration herein, to replace and repair all broken window pane and glass and door locks now existing or in need of repair at the time of executing this lease in said premises.

It is further understood and agreed that the Lessor will furnish the necessary fuel for the comfortable heating of said premises and the Lessee will fire the furnace to heat the building and keep said furnace and furnace room clean and in good condition, and be responsible for the supplying of sufficient heat to the guests or roomers in said building.

It is further understood and agreed that the Lessee shall keep and maintain the premises in a clean condition, the same shall not be operated as to constitute a nuisance, and in conformity with the rules, regulations and instructions of the State Hotel Inspector, and make all necessary repairs, at his own expense as may be designated and required by said Inspector. The Lessor shall not be responsible for any repairs, except as may be caused by their fault or negligence or as may be necessary

to ^{the} roof or rendered necessary by fire or other casualty, and shall not be liable to the Lessee for anything or manner of thing arising from the negligence of the Lessee or his failure to keep the premises in a proper condition. No alterations, additions or improvements shall be made by the Lessee without the written consent of the Lessor endorsed upon this lease, and all alterations, additions and improvements made by either of the parties hereunto upon the premises, except movable furniture put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

The Lessee shall not, without the written consent of the Lessor first endorsed upon this lease, allow said premises to be used for any purpose other than a hotel or lodging house, or assign this lease for the whole or any portion of the term, nor sublet the whole or any part of said premises (except to his own guests as a hotel or lodging house) without the written consent of the Lessor. Such action on the part of the Lessee shall terminate this lease without notice, and also shall the same be terminated should the Lessee fail in business, go or be put into bankruptcy or in the hands of a Receiver, such termination to be at the option of the Lessor.

This lease cancels any and all leases and agreements of whatsoever kind or nature heretofore entered into by and between the parties hereto with reference to the premises herein, and further this lease, in the event all the conditions herein are performed and is not terminated before the expiration hereof, shall expire and be terminated on the 31st day of August, 1927, without notice from either party to the other.

In witness whereof the said parties have hereunto set their hands and seals this the 3rd day of September, 1926.

In the presence of: John T. Woodside
Genevieve Long, wife of John T. Woodside, Lessor
Dakyna B. Stouffer, wife of John T. Woodside, Lessor
W. H. Sur, } as to H. P. Baerhage, Lessor
Dakyna B. Stouffer, } as to H. P. Baerhage, Lessor