

night and privilege, at its option, to resume possession of said premises at any time after the thirty-first day of December 1931, in which case, the rights of said lessee shall terminate forthwith. If such owner shall resume possession on the first day of January, 1932, it shall repay to said lessee one-half of the amount which he may have spent on permanent buildings on said site. If said owner shall resume possession on the first day of January, 1933, it shall repay to said lessee one-fourth of the amount which he may have spent on permanent buildings on said site. If said owner shall resume possession on any other date than the two last above mentioned, the payment to said lessee shall be adjusted in proportion to the length of the unexpired term.

And the said lessee does hereby accept this lease upon the terms and conditions herein set forth, and in consideration of the letting of the premises to him, does hereby agree to pay to the said owner, as a rental for said premises the sum of Three Hundred Dollars, (\$300.00) per month during said term; rent to be paid monthly, on or before the first day of the following month for each and every month during the said term.

The said lessee has examined the said building and premises and found the condition thereof entirely satisfactory, and he agrees to exercise due and proper care in the use and occupancy thereof, and not to make or suffer and waste thereof, nor lease or underlet nor permit any other person to occupy or improve the same, or make or suffer to be made any alteration therein, but with the approbation of said owner thereto in writing, having been first obtained, and that the owner or his agent may enter to view and make improvements and to expel the lessee if he shall fail to pay the rent as aforesaid or make or suffer any waste thereof; also to exhibit said premises to any prospective purchaser or lessee, also to place and maintain

at any point on said premises a sign indicating that they are for sale, or (at any time within three months prior to the expiration of said term) for rent. It is particularly agreed that no nails or tacks shall be driven in any of said walls without the specific permission of said owner, and that said premises shall not be defaced or damaged in any manner, but shall be kept clean and in good condition.

And it is further agreed that the owner shall keep the roof of said building in proper repair, but shall not be liable for damages to the person or property of said lessee or any other person resulting from defects in the roof or any other portion of said building, the foundation thereof or anything connected therewith until after receiving written notice of such defects and gross or wilful negligence or delay in remedying the same; and that said lessee shall make all other necessary repairs, including specifically the replacing of all broken glass and the repairing or replacing of all pipes, wires, fixtures and other appliances connected with or pertaining to the gas, electric and water supplies and the plumbing and sewerage of said premises, and shall make good all damage to said premises resulting from any cause except lightning or wind storm and except fire not due to the negligence of said lessee or any other person on the premises by his permission, expressed or implied.

And it is further agreed that said lessee shall make no alterations or repairs (except those noted in the preceding paragraph) or assign this lease without the written consent of said owner, and that if any rent payment herein stipulated shall at any time be past due and unpaid for a period of ten days after the time herein fixed for such payment, or if said lessee or any other person occupying said premises shall abandon said premises or shall use the same for any other purpose than that of an oil and gasoline filling station, sale of automobile accessories, lunch

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