

TITLE TO REAL ESTATE

fund sufficient to pay any such past due mortgage principal or interest, and Tenant shall also have the right to pay any such past due mortgage principal, interest, or other charges and to take credit for the same as against any rents (fixed or percentage) thereafter becoming due to such mortgaging Landlord or Landlords, and in such case, to the extent of any such prepayment of rent, Tenant shall be entitled to interest from the date of such prepayment to the date the same would otherwise be payable to said Landlord or Landlords at the rate of six per cent (6%) per annum.

(d) Such Landlord or Landlords shall procure from the mortgagee an agreement with the Tenant agreeing that such mortgagee will not institute any foreclosure or execution proceedings under the said mortgage or any other proceedings which might interfere with Tenant's quiet use and possession of the demised premises without first giving the Tenant written notice of such contemplated action and without allowing Tenant a period of twenty days thereafter to remedy any default.

(e) That a copy of the mortgage, certified to be true and correct by the mortgagee, be delivered to Tenant within ten days after the recording of same.

The Tenant agrees to execute and deliver to any one or more of said Landlords upon demand, at no expense to said Landlord or Landlords, such further instrument or instruments properly executed and in recordable form which may be necessary and/or desirable by said Landlord or Landlords to further effect such subordination of this lease to the lien of said mortgage loan, provided that nothing therein contained shall be contrary or inconsistent with the provisions of this lease.

It is further understood and agreed that the above provisions for subordination shall apply only in the event that the Landlord or Landlords desire to subject and subordinate this lease to the lien of any new mortgage or mortgages. Any one or more of the Landlords shall have the right at any time to mortgage his, her, or their interest in the demised premises by any mortgage or other instrument which is junior or inferior in lien to the lien of this lease without restriction or interference on the part of the Tenant.

WARRANTIES OF LANDLORD

27. Subject to the mortgages specifically enumerated above in this lease, the Landlord covenants and warrants that there are no mortgages, ground rents, liens or other incumbrances prior in lien to the lien of this lease. The Landlord further covenants and warrants that there are no easements interfering with the full use and possession of the leased premises by Tenant and that there are no restrictions now in force which will make or hereafter prohibit the Tenant from using the leased premises, or any part thereof, as a general merchandise store as now conducted by Tenant in its various places of business in other parts of the United States.

The Landlord covenants, warrants, and agrees that upon the performance by Tenant of its obligations hereunder, Tenant shall have peaceful and quiet possession of the leased premises during the full term of this lease.

Anything to the contrary in this lease notwithstanding, it is understood and agreed that each and every one of the covenants, conditions, and warranties of the Landlord are and shall be for themselves individually and as to their respective interests only.

HEAT, LIGHTS, WATER, POWER, ETC.

28. The Tenant shall bear, at its own cost and expense, any and all charges for fuel, heat, water, gas, electric lights, and power used on the leased premises during the term of this lease.

CONSTRUCTION OF THIS LEASE AGREEMENT

29. The titles appearing at the headings of the respective sections of this lease are intended for convenience only and are not intended to and do not indicate all the matters treated in the respective sections; and such titles shall not be used in the construction of any part of this lease.

GRACE PERIOD

30. Notwithstanding anything herein elsewhere stated or provided by law, it is agreed that in so far as any remedies do not already provide for the same, Landlord shall not have the right to take any action or enforce any right or remedies for default in the payment of rent or other sums payable hereunder to Landlord, unless and until Landlord shall have given Tenant written notice of such default at least fifteen days prior to the taking of such action