

TITLE TO REAL ESTATE

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. 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 or the beginning of the enforcement of such right or remedy and as to any provisions, covenants, terms or conditions, other than those requiring the payment of rents or other fixed sums, Landlord shall give Tenant written notice at least thirty days prior to the taking of any action or the beginning of the enforcing of any right or remedy, specifying the nature of the alleged default; and if the default