

building formerly occupied by tenant. In the event landlord is not able to close said alley in such manner as tenant's attorney will guarantee that tenant can safely build upon and over said alley and connect said improvements with the building formerly occupied by tenant by December 31, 1947 tenant shall have the right to terminate and cancel this lease upon thirty (30) days written notice to that effect to landlord.

TO HAVE AND TO HOLD the same with the appurtenances thereunto belonging unto the tenant its successors and assigns for and during the term of 35 years and nine months commencing on the first day of August, 1947 and ending on the last day of April, 1983.

Landlord agrees at landlord's expense and risk to secure the removal of all tenants and occupants from said demised premises and to deliver possession of all of said demised premises free and clear of all tenants and occupants to tenant herein on the 1st day of August, 1947; subject only to lease to Sarah Allen expiring November 30, 1947, lease to Dixie Rental Agency expiring September 1, 1947 and lease to Henry J. Orr expiring December 31, 1947, none of which tenancies are of a residential nature or occupancy and all of same being commercial tenants. In the event of the failure, neglect or refusal of landlord to do so, tenant is hereby given the option and full power and authority, but without being under any obligation to do so, to secure the removal of all tenants and occupants therefrom and to secure possession of said demised premises all as the agent or attorney-in-fact of and at the risk and expense of landlord and in the name of landlord or otherwise as tenant may desire; and landlord hereby irrevocably appoints tenant or