

of the rent for the entire term of said lease and said re-entry shall not terminate this lease or be considered the acceptance by the Lessor of the surrender of this lease; or (b) the Lessor may, at its option, terminate this lease and repossess the leased premises, either by force or otherwise, without becoming liable civilly or criminally therefor, and thenceforth hold the same free from any right of the Lessee to the use and occupancy of said premises; but the Lessor shall, nevertheless, have the right to recover from the Lessee any and all amounts which under the terms thereof may be then due and unpaid for the time said leased premises were actually used and occupied.

13. Lessee may if not in default hereunder, either prior to or at the expiration of this lease, remove all trade fixtures, furniture and store equipment attached to, or placed in or upon the building on the leased premises by the Lessee, whether attached to said building, or not, provided that such removal may be done without damage to the premises other than surface damage, and provided further that the Lessee shall repair any damage which may be done to the building on removal of said furniture, fixtures and equipment.

14. If any rent or other amounts due and owing under the terms of this lease is collected by Lessor by or through an attorney at law, Lessee agrees to pay Lessor 10% thereof of the amount due as attorney's fee. Lessee waives all homestead rights and exemptions which he might have under any law against any obligation imposed upon him under the terms of this lease, and hereby assigns to the Lessor his homestead rights or other exemptions.

15. Lessee's rights shall be subject to any bona fide mortgage or deed to secure debt which is now or may hereafter be placed upon the premises by Lessor.

16. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.