

in said lease; rent for the month of May has been pro-rated and from the date of this agreement the rental called for in said lease shall be paid to C. H. Chreitzberg by the Second Party.

2) The First Party does hereby lease unto the Second Party all of the furniture, fixtures and equipment located at Horton's Drive In No. 2 aforesaid, a list of said furniture, fixtures and equipment being attached hereto and made a part hereof, for the period of one year from the date hereof; in consideration of said leasing the Second Party, upon execution of this agreement, hereby pays unto the First Party the initial sum of Seven Hundred Fifty and no/100 (\$750.00), receipt whereof is hereby acknowledged; on July 1, 1951, Second Party agrees to pay First Party the sum of One Hundred and no/100 (\$100.00) Dollars, on August 1, 1951, the sum of One Hundred Dollars, on September 1, 1951, the sum of One Hundred Dollars, on October 1, 1951, the sum of One Hundred Dollars and on November 1, 1951, the sum of Fifty and no/100 (\$50.00) Dollars, making a total rental for the use of said furniture, fixtures and equipment for the term aforesaid amount to One Thousand Two Hundred and no/100 (\$1200.00) Dollars.

3) The First Party warrant that they have a valid and subsisting lease on the premises described in the lease from C. H. Chreitzberg to the First Party; that they own all furniture, fixtures and equipment on the schedule hereto attached, free and clear of all liens and encumbrances; that all bills incurred in the operation of Horton's Drive In No. 2 have been or will be paid by the First Party; that if there is a breach of any condition of this paragraph the Second Party shall have a lien on the furniture, fixtures and equipment listed in the Schedule annexed to secure and indemnify the Second Party against any loss arising out of said breach, with the right to take immediate possession thereof.

4) The First Party grants unto the Second Party an option to purchase the furniture, fixtures and equipment listed in the Schedule hereto attached, as well as good will of the business, for the gross price of Two Thousand Seven Hundred Fifty and no/100 (\$2750.00); if the Second Party desires to exercise this