

and payable as if by the terms of this lease they were all payable in advance and resort to any legal remedies at law or in equity for the enforcement or collection of the rent or to recover damages for the breach of said covenants; or

(b) Declare this lease terminated and enter and take possession of the leased premises and thenceforth hold the same free from any right of the Tenant or its successors and assigns to use the same; but the Owner shall, notwithstanding, have the right to recover of the Tenant any and all amounts which under the terms hereof may then be due and unpaid for the period of actual occupancy by the Tenant, and to retain any furniture, fixtures and equipment installed by the Tenant in said premises as liquidated damages for the failure of the Tenant to comply with the terms of this lease.

(3) The Owner shall keep in repair the roof, outer walls, and down spouts of said building and it is fully understood and agreed that the same are as of the execution of this instrument considered sound, and the Owner shall not be called upon to make any inspection of or repairs thereto. Further, that the Owner shall not be required to pay any damages from leaks or other damages caused by the condition of said roof, outer walls, and down spouts, should any occur, except those leaks and damages due to the Owner's negligence after notice from the Tenant and a reasonable time to repair the same has expired.

(4) The Owner shall pay when due any and all real property taxes due or to become due upon said land and building situate thereupon, and shall pay for and maintain such fire and windstorm insurance upon the same as shall to said Owner appear adequate.

(5) The tenant agrees to take the premises as they now stand and to make such repairs, improvements or alterations to the interior only of said building as it may desire, the cost of same to be borne solely by the Tenant and all improvements and additions to become the property of the Owner upon termination of this lease.

(6) The Tenant shall keep the premises, building and all fixtures, including heating apparatus, pipes, wires and windows in good order and repair during the term of this lease, and upon the expiration or termination of said lease, shall deliver up the premises, building, and fixtures in as good repair as they were at the commencement of said lease, reasonable wear and tear alone excepted.

(7) Should the building, or any substantial part thereof, be destroyed or so damaged by fire or other casualty to an extent of less than fifty (50) percent of the

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