

or should the Lessee fail to perform any of the other terms of this lease, then and in that event the Lessor may, at his option, after giving seven (7) days written notice, either:

(1) declare the full rental price for the entire term due and payable and re-rent the same, deducting the rent collected from said venture from the amount due and owing by the Lessee;

(2) terminate the said lease, enter and take possession of the said premises, free of any claims or rights of the Lessee, his heirs or assigns.

The failure of the Lessor to take advantage of any default of the terms herein shall not be considered a waiver thereof.

This lease merges all agreements between the parties, and shall not be modified except by a written instrument signed by the parties hereto.

IN WITNESS WHEREOF, The Lessor, Richard I. Bowles, and the Lessee, W. V. Barbour, have hereunto set their hands and seals, this the 8th day of January, 1971.

In the presence of:

Elizabeth C. Moun

Richard I. Bowles (SEAL)
Lessor

April M. Hartman
As to Richard I. Bowles.

W. V. Barbour (SEAL)
Lessee

Elizabeth C. Moun

Charles P. Huber
As to W. V. Barbour

