

the Lessee, demanding that such repairs be made, shall then have the right, at their option, to make said necessary repairs and to charge the same to the Lessee as rent. If the Lessee fails and refuses to pay same after thirty (30) days, the Lessors shall have the right to terminate this Lease or to resort to legal process of rent distress or suit for the collection thereof.

## VIII.

It is further agreed between the parties that the Lessors shall pay all taxes and assessments against the real estate during the term of this Lease, and are to carry sufficient fire insurance and other insurance protection to restore the property to its existing state in the event of fire or any other destruction, either by act of God or man.

It is further agreed that should said leased premises be destroyed by fire or act of God or man, the Lessee shall not be bound and required to pay the within provided rental until such time that the premises have been restored to a usable state of condition.

It is further agreed that the Lessors shall carry adequate fire insurance to restore the building improvements on said property in the event of fire or other casualty loss, and upon the occurring of fire or casualty loss, the Lessors shall be bound to restore the premises as soon as possible to an equivalent condition that existed prior to such loss.

## IX.

It is further agreed between the parties that the Lessors shall not have the right to terminate this Lease or any of its terms or conditions except as hereinabove provided or for failure of the Lessors to carry out any one of the provisions herein provided.

## X.

The Lessors covenant and agree to guarantee to the Lessee a clear fee simple title to the within described premises and to bind themselves, and their heirs, successors, and assigns to warrant and forever defend the title to said premises unto the Lessee and its successors and assigns from and against any and all persons whomsoever may assert a claim thereto. The defense of said title shall be at the sole expense of the Lessors and said defense must be carried out immediately upon such notice, or the Lessee, at its option, shall have the right to terminate said Lease and to recover damages, if any, caused by them.

## XI.

It is further agreed between the parties that the Lessee shall have the right to assign or sub-let the premises herein described, but that the