

partial or complete condemnation of the premises demised hereunder, Lessor shall refund to Lessee a proportion of any and all prepaid rentals or other charges theretofore paid, based upon that portion of the premises so taken.

10.4 that if Lessor, without executing a new written lease, suffers Lessee to remain in possession of the leased premises after the expiration of the original or any renewal term hereof, Lessee shall become a tenant from month-to-month upon the same rent and other conditions as herein provided, subject to termination by either party upon sixty (60) days' prior written notice to the other.

11. The occurrence of any of the following shall constitute a default hereunder:

- (a) non-payment of any installment of rent for a period of ten (10) days after receipt of notice of non-payment.
- (b) continuation of any breach or non-performance of any covenant by Lessee, for a period of thirty (30) days after written notice to Lessee.
- (c) the bankruptcy or receivership of Lessee.
- (d) execution of an assignment or Deed of Trust by Lessee for the benefit of creditors.

12. In the event of default as defined in Paragraph 11 hereof, Lessor may pursue any of the following remedies:

- (a) sue for all rents then due and subsequently sue for rents thereafter to become due, plus an attorney's reasonable fee and costs in connection therewith;
- (b) re-enter the leased premises and hold the same as if this Lease had never been made, evicting Lessee and removing Lessee's goods and chattels from the leased premises;
- (c) distrain upon Lessee's tangible personal property situate on the leased premises for all rent then in arrears; provided, however, such distraint shall not attach to any time sale instruments, bills, notes or money contained or stored in or on said tangible property;
- (d) after re-entry, re-let the leased premises, Lessee remaining liable for the amount by which the rents collected by reason of such subletting fail to equal or exceed the rents herein reserved unto Lessor, and
- (e) exercise the foregoing alternatively or cumulatively, provided Lessor's recovery shall not exceed the total rents reserved herein unto Lessor and remaining unpaid at time of default.

13. Miscellaneous and Supplementary Provisions.

13.1 Lessor shall provide off-street parking for 20 ^{non-}vehicles for exclusive use by Lessee and Lessee's customers.

13.2 If the light fixtures in the leased premises are to be furnished by Lessor, they will be of a type and number to provide at least one hundred foot candle power of light at desk height.

13.3 Lessor agrees that it will not make any assignment or attempted assignment of any of its interest in or to this Lease, or in or to the rentals due or to become due hereunder, without the prior written consent of Lessee. Lessor agrees further that, in the event any such assignment shall be agreed to by Lessee, Lessor will execute, in form satisfactory to Lessee, hold harmless assurances, and Lessor will cause the same also to be executed by its assignees.

14. This Lease shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and/or assigns of Lessor and Lessee.

IN WITNESS WHEREOF, Lessor signed and sealed this Lease on June 14, 1976, and Lessee signed and sealed the same on June 14, 1976.

INDIVIDUAL LESSOR

Witness

LESSOR (Seal)

Witness

LESSOR (Seal)

PARTNERSHIP LESSOR

Witness

Individually (Seal)

and as a Partner in _____

LESSOR

Witness

Individually (Seal)

and as a Partner in _____

LESSOR

ATTEST:

(Affix Corporate Seal)

Sara Ann Sherbert
Secretary

CORPORATE LESSOR Francis Realty, Inc.

By Jamie Francis
President

Witness

LESSEE

ATTEST:

E. J. Brown
Assistant Secretary
Robert J. Moore
Witness
Arnold D. Hemmeter
Witness

Commercial Credit Corporation
LESSEE

By W. H. Gray
VICE President

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