

Cancellation  
of Lease by  
Lessor

23. It is mutually agreed that in the event the Lessee shall default in the payment of rent herein reserved, when due, and fails to cure and default within five (5) days after written notice thereof from Lessor; or if Lessee shall be in default in performing any of the terms or provisions of this lease other than the provision requiring the payment of rent, and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from Lessor; or if Lessee is adjudicated bankrupt; or if a permanent receiver is appointed for Lessee's property and such receiver is not removed within sixty days after written notice from Lessor to Lessee to obtain such removal; or if, whether voluntarily or involuntarily, Lessee takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Lessee makes an assignment for benefit of creditors; or if Lessee's effects should be levied upon or attached under process against Lessee, not satisfied or dissolved within thirty (30) days after written notice from Lessor to Lessee to obtain satisfaction thereof; then, and in any of said events, Lessor at his option may at once, or with six (6) months thereafter (but only during continuance of such default or condition), terminate this lease by written notice to Lessee; whereupon this lease shall end. After an authorized assignment or subletting of the entire premises covered by this lease, the occurring of any of the foregoing defaults or events shall affect this lease only if caused by, or happening to, to assignee or sublessee. Any notice provided in this paragraph may be given by Lessor, his attorney, or Agent herein named. Upon such termination by Lessor, Lessee will at once surrender possession of the premises to Lessor and remove all of Lessee's effects therefrom; and Lessor may forthwith re-enter the premises and repossess himself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.

Reletting  
by Lessor

24. Lessor, as Lessee's agent, without terminating this lease, upon Lessee's breaching this contract, may at Lessor's option enter upon and rent premises at the best price obtainable by reasonable effort, without advertising and by private negotiations and for any term Lessor deems proper. Lessee shall be liable to Lessor for the deficiency, if any, between Lessee's rent hereunder and the price obtained by Lessor on reletting.

Entry for  
Carding  
etc.

25. Lessor may card premises "For Sale" at any time and "For Rent" thirty (30) days before the termination of this lease. Lessor may enter the premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Lessor under the terms hereof, or to make repairs to Lessor's adjoining property, if any.

Effect of  
Termination  
of Lease

26. No termination of this lease prior to the normal ending thereof, by lapse of time or otherwise, shall effect Lessor's right to collect rent for the period prior to termination thereof.

Mortgagee's  
Rights

27. Lessee's right shall be subject to any bonafide mortgage or deed to secure debt, which is now, or may hereafter be, placed upon the premises by Lessor.

No Estate  
in Land

28. This contract shall create the relationship of Landlord and Tenant between Lessor and Lessee; no estate shall pass out of Lessor; Lessee has only a usufruct, not subject to levy and sale, and not assignable by Lessee except as provided in Paragraph 21 hereof.

Holding  
Over

29. If Lessee remains in possession of premises after expiration of the term hereof, with Lessor's acquiescence and without any express agreement of parties, Lessee shall be a tenant at will at rental rate in effect at end of lease; and there shall be no renewal of this lease by operation of law.

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