

- (5) That the premises have been inspected and found to be in good order and repair and that no representation as to condition of repair has been made. It is understood that the property is leased on an "as is" basis.
- (6) Tenant agrees to maintain the property in good condition and the Tenant further agrees to be responsible for all utilities, all improvements, and all repairs that are necessary. The Tenant further agrees to maintain the property free and clear of rubbish and in a presentable condition at all times. The premises are not to be occupied so as to constitute a nuisance.
- (7) After notice of termination is given, the Landlord has the complete right to inspect the property, to display for sale or for rent signs and to show property to prospective purchasers or tenants by appointment.
- (8) If the premises are abandoned or become vacant during the term of this contract or if the Tenant fails to pay rent when due or violates any other portion of this contract, the Landlord shall have the right, without notice or demand, to immediately annul and terminate this contract, re-enter and take possession of the premises, and shall have the right immediately upon any breach of this contract by the Tenant, to place a "For Rent" sign on the premises.
- (9) Tenant agrees to pay a water bill for the meter serving the afore-described property and the adjacent house.
- (10) The Landlord gives the Tenant the right to sublease the property, with the owner reserving the complete and unfettered right to approve the subleasee in her sole discretion and to disapprove the subleasee for whatever causes she deems desirable.
- (11) The Tenant assumes any and all obligations of either party to Fred E. Rumler for real estate commissions or fees which may be due pursuant to the Commercial Lease Contract and Ground Lease of September 14, 1977.

WITNESSETH:

Jenny J. Downs
Judy M. Jeffers
As to Landlord
Jenny J. Downs
Fred E. Rumler
As to Tenant

Alfarata C. Downs
Alfarata C. Downs - Landlord

Earle R. Berry
Earle R. Berry - Tenant

Dated: January 31, 1978

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