

premises; however, provided in such event the Tenant shall restore the premises substantially to the same condition in which they were at the time Tenant took possession, ordinary wear and tear, and damage by fire or other casualty excepted, and repairs which the Landlord is obligated to make are also excepted.

17. The Tenant will yeild up the demised premises and all additions therto (except signs, equipment and trade fixtures installed by Tenant at its expense) at the termination of the tenancy in as good and tenantable condition as the same are at the beginning of Tenant's occupancy, reasonable wear and tear, damage by fire and other casualties and condemnation appropriation by eminent domain excepted, and also excepting any damage, disrepair and other condition that the Landlord is obligated hereunder to repair or correct.

18. The rent due to be paid under this lease agreement or any renewal therof, shall be paid by Tenant to Wayman A. Smith unless otherwise notified in writing.

19. The Landlord covenants that they are lawfully seized of the demised premises and have good right and lawful authority to enter into this leas for the full term aforesaid and any renewal thereof; that Landlord will put the Tenant in actual possession of the demised premises at the beginning of the term aforesaid, and that Tenant, on paying the said rent and performing the covenants herein agreed by the Tenant to be performed, shall and may peaceably and quietly have, hold and enjoy the demised premises and use the appurtenances thereto as hereinabove referred to for said term.

20. If a part of the demised premises be taken for any public or quasipublic use, under any statute or by right of eminent domain, or private purchase in lieu thereof, such as to render them unsuitable for the business of the Tenant, then this lease, at the option of the Tenant, shall be cancelled and declared null and void, and of no effect and the Tenant shall be liable for the rent only up to such times as of partial taking. In the event of a partial taking which is not extensive enough to render the premises unsuitable for the business of the Tenant, the landlord shall promptly restore the demised premises to a condition comparable to their condition at the time of said condemnation and the lease shall continue, but starting with the date of such restoration, the rental shall be reduced proportionately. In the event of the occurrence of the contingencies above mentioned or of complete condemnation, rent shall abate corresponding with the time during which the premises may not be used by the Tenant, and the Tenant shall be entitled to receive a prorata refund of any advance rental paid by it for the rental period during which the demised premises were wholly or partially taken.