

real property of the lessor. Should the lessor fail and refuse to pay said taxes on said real property, the lessee shall have the right to pay the same and deduct the amount paid from any rentals due and owing. Should the lessor and lessee herein named fail and neglect to exercise the option to purchase, as above set forth, it is understood and agreed by and between the parties hereto, that, in consideration of the covenants herein contained and for other good and valuable consideration, the said lessee, his heirs, executors, administrators or assigns, shall have the exclusive right, privilege and option to lease the real property herein described for an additional period of five (5) years from the expiration of the term of this lease, at the same yearly or monthly rental as herein provided. In such case, the lessor agrees to make, execute and deliver a Lease to the lessee containing the same covenants as is herein contained. This option shall be binding upon the heirs, executors, administrators, assigns and grantees of said lessor and lessee.

9. It is further agreed by and between the lessor and lessee that the lessee shall have the right to underlet said premises or any part thereof, or assign this Lease without the written consent of the lessor had and obtained thereto; provided, however, that said lessee shall remain liable for all rentals which may be due or become due under this Lease.

10. It is expressly understood and agreed by and between the lessor and the lessee that if the rent afore-mentioned, or any part thereof, shall be unpaid on the date of payment whereon the same ought to be paid, as aforesaid, or if default shall be made in any of the covenants and agreements herein contained to be kept by the lessee, it shall and may be lawful for the lessor at her election, to declare said term ended, and either with or without process of law, re-enter said premises or any part thereof.

11. The lessee covenants and agrees to immediately and peaceably surrender and deliver up the aforesaid premises to the lessor upon the expiration of the term of this lease, or upon the termination of said term at the election of the lessor, as aforesaid, or upon the termination of said term in any other manner.

12. The lessee further covenants and agrees with the lessor that if he shall remain in possession of said premises thirty days after termination of this lease in any of the above-named ways, he shall be deemed guilty of forcible detainer of the premises under the statute, and that he shall be subject to the conditions and provisions above-named, and to eviction, and removal, forcible or otherwise, with or without process of law.

Executed, acknowledged, and delivered by the lessor and the lessee:

In the Presence of:

Walter L. Howard Wm. A. L. Fagley  
Agnes E. Fagley