

thereof in the name of the whole, and thereupon this demise shall absolutely determine, but without prejudice to the right of action of the lessor in respect of any breach of the lessee's covenants herein contained.

(3) And provided, also, that in case the buildings on the premises or any part thereof shall be damaged by fire or other unavoidable casualty, so that the same shall thereby be rendered unfit for use and occupation, then and in such case the rent hereby reserved or a just and proportional part thereof according to the nature and extent of the injury sustained, shall be abated until the premises shall have been duly repaired and restored by the lessor, or, in case the said premises shall be substantially destroyed, then at the election of the lessor the estate hereby created may thereupon be determined.

(4) The lessor will, on the written request of the lessee made sixty (60) days before the expiration of the terms hereby created, and if there shall not be at the time of such request any breach or nonobservance of any of the covenants on the part of the lessee hereinbefore contained, grant to the lessee a lease of the demised premises for the further term of one (1) year from the expiration of the said term at the same rent and containing the like covenants and provisos as are contained herein, with the exception of the present covenants for renewal.

In witness whereof the said parties have hereunto set their hands and seals the day and year first above written.

WITNESSES:

J. L. Smith

Robert L. Waldrop

Eula C. Goforth  
Eula C. Goforth, Lessor

TRAVEL MOTOR COMPANY

By John D. [Signature]  
President