0

40

O.

- 2. USE OF PREMISES. The Lessee does hereby covenant and agree that it will use said premises for the conducting thereon of its business of the buying and selling of furniture at retail, and that it will not use the demised premises for any unlawful or objectionable business that may constitute a nuisance or injure the value of the property. The Lessee further agrees that it will not without prior written consent of the Lessor, sell, assign, mortgage, pledge or otherwise dispose of this lease or sublet the premises as a whole or in part, or use or occupy the same for any purpose other than the aforementioned and that it will not do nor permit to be done on said premises anything which may render void or voidable any policy for the insurance of said premises against fire or which may render any increased or extra premium payable for such insurance.
- 3. INSURANCE COVERAGE AND DESTRUCTION OF BUILDING. It is agreed that Lessor will, during the continuance of this lease, at its own cost and expense, keep the building located on the demised premises insured to the extent of its full insurable value against loss or damage by fire, with extended coverage, and in the event the same be damaged by fire or other cause so insured against, Lessor shall and will forthwith proceed to repair and/or rebuild the same, and Lessee shall meanwhile be entitled to an abatement of rent for the period during which the building is being restored and is unavailable for use by the Lessee.
- 4. TERMINATION FOR INSOLVENCY OR DEFAULT IN PAYMENT OF RENT. It is further expressly understood and agreed that in the event there be any default in the payment of the rental hereinabove reserved or any breach by Lessee of any of the other covenants on the part of Lessee herein contained, and such default or breach shall continue after sixty (60) days' written notice to Lessee, then and in any such event it shall be lawful for Lessor to re-enter into and upon the said premises, or any part thereof in the name of the whole, and thereupon this lease shall, at the option of Lessor, absolutely terminate, and Lessor shall have the right to maintain such action as may be necessary to collect the talance of the rent due under the terms hereof. It is further covenanted and agreed between the parties hereto that, for the more effectual securing of the rent herein reserved and as a further condition of this