

after the service of notice, or the commencement of suit, or after final judgment for possession of said premises the first party may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit or said judgment.

It is further understood and agreed by and between the parties hereto that in the event that said leased premises shall be partially, but not wholly destroyed by fire or other unavoidable casualty, then the lessee shall repair and restore same with all reasonable diligence to substantially the conditions in which they were at the time of the happening of such fire or unavoidable casualty, and during the period required for said repairing and restoring, the rent shall abate in such proportion as the part of said demised premises thus actually destroyed bears to the balance or undestroyed portion of said premises, such abatement of rent to continue until the said premises are so restored; but that in the event that said leased premises shall be totally destroyed or rendered wholly unfit for their accustomed uses, by fire or other unavoidable casualty, then it shall be optional with either lessor or lessee to terminate this lease by serving upon lessee, at its office at Arthington Street and Roman Avenue, Chicago, Illinois, or lessor at the last known address of lessor within ten (10) days from the date of the beginning of such fire or casualty, a written notice of such termination, ^{such termination} to take effect on the date of the service of such notice, and in case such notice is so served, the rent shall abate from the date of the beginning of such fire or casualty, but if such notice be not served within ten (10) days as above prescribed, then this lease shall not terminate, but shall remain in full force and effect, and lessor shall then proceed with diligence to restore the said leased premises to substantially the conditions in which they were at the time of the happening of such fire or casualty, and the rent therefor shall abate from the date of the beginning of such fire or casualty until such premises shall be so restored, but no longer.

And first party doth covenant that second party, on paying the rental and performing the covenant as aforesaid, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid.

The provisions of this lease shall be binding upon and shall inure to the benefit ^{of the parties} hereto and their respective heirs, executors, administrators or assigns.

(Next page)

This lease covers in full each and every obligation of every kind or nature whatsoever from the party of the second part to the said party of the first part and party of the first part to party of the second part, concerning the premises hereby demised.

In Witness Whereof, the parties hereto have hereunto set their hands and affixed their seals, the corporate party and/or parties by it or their proper officers duly authorized, this 10th day of Jan 1932 above written.

Witnesses To Signatures:
G. A. Buiet
L. B. Chardy
Witnesses as to Lease Recd. and Co. L. Schenk
C. M. Garman
Attest: N. A. Weiland
Asst. Secy.
Carpenter Bros. Drug Co. Inc. (Seal)
By J. L. Carpenter, Pt. Pres. Rockwell and Co. (Seal)
Jno. Higgins
Vice-President (Seal)

State of South Carolina } ss:
County of Greenville }
I, H. D. Burgess, a Notary Public, in and for the County and State aforesaid, do hereby certify that Carpenter Bros. Drug Co. Inc. by its President, J. L. Carpenter, as officer of first party personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as the free and voluntary act of first party for the uses and purposes therein set forth and that first party has the legal right to grant and execute the above and foregoing lease.

H. D. Burgess
Notary Public (Seal)

State of Illinois } ss:
County of Cook } My Commission expires at the will of the Governor.
I, a Notary Public in and for County and State aforesaid, do hereby certify that Jno. Higgins, as Vice-President of second party, personally known to me to be the same person who subscribed the foregoing instrument on behalf of second party appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as the free and voluntary act of second party, for the uses and purposes therein set forth.

Pauline Doringier
Notary Public (Seal)

My Commission expires Sept. 11, 1932
Note: If lessor is a Corporation, a certificate of its Secretary that a resolution of its Board of Directors was adopted authorizing the execution of this lease should be attached to this

(Over)