

## TITLE TO REAL ESTATE

premises or adjoining premises, or the entrance to the leased premises, be obstructed or blocked by or with the consent of Landlord, Tenant shall be entitled to an appropriate and proportionate abatement in rent.

**Exclusives:** 17. Landlord covenants and agrees that no other portion of the building containing the leased premises, nor any other property, now owned or controlled by Landlord within 500 feet thereof will during the term of this lease, be used for the sale of any of the following: Drugs, Toilet Articles, and preparations, Candy, Ice Cream, Soda water, Soft drinks, Alcoholic Liquors, Cigars, Cigarettes, Tobacco or Smoker's Articles, or for the Service of Food or Drinks.

**Title and Possession:** 18. Landlord covenants, represents and warrants that Landlord has legal title to the leased premises and the right to make this lease, that said premises and building are free and clear of all liens and encumbrances, except: A Mortgage to Metropolitan Life Insurance Company securing a principal indebtedness of \$35,000.00; and that Tenant, upon paying the rent and keeping the agreement of this lease on its part to be kept and performed, shall have peaceful and uninterrupted possession during the term of this lease.

**Remedies:** 19. If Tenant defaults in the payment of the rent for ten days after receipt of notice from Landlord, or if Tenant defaults in any of the other covenants and agreements of this lease for thirty days after receipt of notice from Landlord, Landlord shall then, but not until then, have the right to sue for rent or to terminate this lease and re-enter said premises, but if Tenant shall pay said rent within ten days or in good faith commence within said thirty days to correct such other defaults and diligently proceed there with, Landlord shall not have the right to sue or to forfeit this lease. No delay on the part of either party in enforcing any of the provisions of this lease shall be considered as a waiver thereof.

20. Tenant agrees to take good care of the leased premises including the air-conditioning system and the heating plant and all fixtures and appliances in the leased premises and agrees to make all repairs and replacements to said air-conditioning system, heating plant, fixtures and appliances necessary in order to keep the same in good condition, damage by fire, or other casualty excepted. Tenant shall replace glass in the leased premises which may be broken after the date of Tenant's possession except when broken by fire, casualty, fault or neglect of Landlord, in which cases Landlord shall replace same.

21. The remodeling under Article 11 shall be according to the plans and specifications as agreed upon and Tenant shall have the right to use the entire roof of the building for sign purposes, provided that Tenant shall repair any damage or injury which may be caused by such use.

22. If Tenant elects to exercise its option under Article 14 to terminate this lease effective as of June 30th, 1941, Tenant shall pay to Landlord the sum of seventy-five hundred dollars (\$750.00) on or before the date