ments necessary to transfer ownership of the S. S. Kressge common

stock. It being understood that in the event that the Lessee defaults

in paying rent pursuant to the terms of the Lease that the Lessor may

upon ten (10) days notice to the Lessee sell the stock and apply the

proceeds to the indebtedness due under the Lease. Upon the Lessee

delivering to the Lessor the sum of $3,300.00, or any portion thereof,

the Lessor shall return to the Lessee a proportionate amount of S. S.

Kressge stock.

3. That the Lessee and Lessor have previously agreed upon

certain repairs and alterations to the improvements upon the leased

premises and upon the completion of such repairs and alterations that

the Lessee does accept the property without any future representation

or warranty from the Lessor as to the condition of the premises; in no

event shall the rent hereunder be held or decreased on account of any

defect or damage occurring with respect to the condition of the pre-

mises in the term of this Lease.

4. The Lessee shall not at any time without the written

consent of the Lessor sublet the whole or any part of the demised pre-

mises nor shall the Lessee assign his interest under the lease in any

way.

5. The Lessor covenants and agrees that the Lessee on paying

the rents and observing the covenants, agreements and stipulations of

this Lease, shall lawfully and peaceably hold, occupy and enjoy the

demised premises during the Lease term without hindrance or objection.

6. The Lessee agrees to indemnify and save harmless the

Lessor and the Lessor shall not be responsible for any acts committed

by the Lessee, his guest or invitees in connection with the leased

premises.

7. The Lessor shall carry an adequate amount of hazard insur-

ance on the improvements situate upon the premises and if the premises

should be damaged or destroyed by fire or other casualty, the rent shall

be abated to the Lessee in proportion to the extent to which any portion

or all of the premises are rendered unfit for use.

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