

agree with the First Party that it and they will, during the remainder of the term of said lease, pay the rents therein required to the person or persons entitled thereto under the terms of the said lease when and as the same shall become due and payable, and will observe and perform all of the covenants, terms and conditions in the said lease contained by or on the part of the Lessee therein to be observed and performed and will at all times hereafter at its or their own cost and expense defend, save harmless and keep indemnified the First Party, its successors and assigns, against all payments, losses, costs, damages and expenses whatsoever which it or they shall or may make, pay, sustain or be liable for on account of the said rents reserved in the said lease or on account of the breach, non-performance or non-observance by or on the part of Second Party, or its successors and assigns, of any and all the covenants, conditions and provisions contained in the said lease to be observed and performed by the Lessee therein and against all actions at law or in equity which shall be commenced or prosecuted against the said First Party, its successors and assigns, for or on account of said covenants, conditions and provisions, or any of them, hereafter to be observed and performed.

4. In the event the Lessors in the said lease shall consent to the assignment of the said lease, and all right, title, interest and estate of First Party in and under the said lease and in and to the premises therein demised, to Second Party in manner as aforesaid, and shall release First Party of and from all duties and obligations thereunder and liabilities with respect thereto, then Second Party covenants and agrees with the said Lessors in the said lease to fully assume and carry out all of the duties and obligations of First Party under said lease as fully and completely as First Party is now bound and obligated to do, and this covenant and all the terms and conditions of the said lease shall be as fully enforceable against Second Party by the said Lessors under the said lease as the same now are against First Party.

In Witness whereof, the parties hereto have caused this instrument to be executed in their respective corporate names by their respective Vice Presidents and their corporate seals to be affixed and attested by their respective Secretaries all on the day and year first above written.

Attest: C. A. Caudle.
Assistant Secretary.

SCOTT STORES INCORPORATED
BY: R. M. Ravenscroft
Vice President.



Signed, sealed and delivered by First Party in the presence of:

L. Schoenan
D. Mensch.

Attest: Edward Shealy
Secretary

Signed, sealed and delivered by Second Party in the presence of:

L. Schoenan
D. Mensch.

State of Illinois
County of Cook. SS

On this 29th day of March, 1934, before me personally appeared R. M. Ravenscroft to me personally known, who being by me duly sworn, did say that he is the Vice President of Scott Stores, Incorporated; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said R. M. Ravenscroft acknowledged said instrument to be the free act and deed of said corporation.

In Testimony whereof, I have hereunto affixed my hand and official seal, at Chicago, in the County and State aforesaid.



Edward P. Tolley
Notary Public.

My commission expires: My commission expires Feb. 19, 1935.

State of Illinois
County of Cook. SS

On this 29th day of March, 1934 before me personally appeared T. B. Freeman to me personally known, who being by me duly sworn, did say that he is the Vice President of The Scott-Burr Stores Corporation; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said T. B. Freeman acknowledged said instrument to be the free act and deed of said corporation.

In Testimony whereof, I have hereunto affixed my hand and official seal, at Chicago, in the County and State aforesaid.



Edward P. Tolley
Notary Public.

My commission expires: My commission expires Feb. 19, 1935