

Lessee any and all amounts, which under the terms hereof, may then be due and unpaid for the use of the demised premises, provided, however, that the Lessee shall not have paid said rent before the expiration of such ten (10) days notice.

11. It is further agreed that in the event the premises are used for any unlawful business or any business other than herein called for, or if said business is discontinued or the premises vacated before the expiration of this lease or if the Lessee or any sublessee or any of the Lessee's heirs, executors, administrators, successors or assigns, goes into bankruptcy, voluntarily or involuntarily, or is placed in the hands of the receiver or makes a general assignment of its property for the benefit of its creditors or files a petition pursuant to any State or Federal law for the extension of his debts, or for reorganization, or if his stock of goods, wares and merchandise located in the demised premises should be seized under attachment, execution or other process are inadequate and such property not released within ten (10) days, then and in any of such events, the Lessor may at its option without further notice resort to either of the remedies hereinabove set forth in paragraph 10 (a) and (b) granted to Lessor in connection with the failure to pay any installment of rent.

FIRE

12. Should the building on the demised premises be destroyed or damaged by fire or other casualty so as to render the same substantially unfit for use and occupancy by the Lessee in his business thereon, this lease may at the option of the Lessors or Lessee be terminated. If the building on said premises is only partially destroyed or damaged by fire or other casualty so as to render the same only partially unfit for use and occupancy by Lessee, the Lessors shall within a reasonable time restore said building to as good condition as it was prior to said destruction or damage and the rent, or a fair and just portion thereof, shall abate accordingly until said premises are completely restored by the Lessor.

TAXES AND MORTGAGES

13. Lessor covenants and agrees to promptly pay all Federal, State, County, and Municipal taxes, levies, and assessments charged against the real estate and building constituting demised premises here in and shall further promptly pay any and all mortgages or interest on mortgages now existing or hereinafter placed upon the demised premises, and keep the said premises free from any lien for such taxes or assessments or from foreclosure of any such mortgage, or see that owner of building, E. M. Wharton, or his heirs or assigns, pays the aforesaid items, so that Lessees lease shall not be jeopardized for non-payment of any of the aforesaid items.

OPTION OF LESSEE TO PAY TAXES AND MORTGAGES.

14. In the event of default in the payment on any taxes, assessments, mortgages, and/or mortgage interest on or covering the demised premises, the Lessee may at his option pay the said taxes, assessments, mortgages, and/or mortgage interest and deduct the amount thus paid, with interest at the rate of 6% per annum, from any and all rents or other payments thereafter to become due and under the terms of the lease, and also, in the event or the failure of the Lessor to pay off or renew any mortgage or mortgages on the demised premises as they may mature, the Lessee shall have the right at its option to protect its interest by obtaining a purchaser for said mortgage or mortgages so maturing.

15. All trade fixtures and store equipment, including but not limited to counters, show cases, shelves, partitions, mirrors, wiring fixtures, fans, and motors used in connection