

the time that said premises shall be unfit for occupancy; that if total destruction is occasioned then this lease is automatically terminated; if only minor destruction is occasioned, yet leaving the premises fit for occupancy, then the lessor agrees to restore and repair within a reasonable time.

The lessees covenant and agree that they will save harmless and indemnify the lessor from and agrees all loss, liability or expense that may be incurred by reason or accident, neglect or misadventures to persons or property arising from or in any way growing out of the use, misuse or abuse of the premises hereby leased.

The lessees covenant that no use which is unlawful shall be permitted on said premises and that the same shall be used for residential purposes.

IT IS FURTHER UNDERSTOOD AND AGREED, That should any installment of rent be past due and unpaid for a period of ten(10) days, or should the lessees fail to perform any of the other terms of this lease then and in that event, the lessor may, at his option, after giving fifteen(15) days written notice, either:

- (1) Declare the full rental price for the entire term due and payable and re-rent the same deducting the rent collected from said venture from the amount due and owing by these lessees to the lessor.
- (2) To terminate said lease, enter and take possession free of any claims or rights of the lessees, their heirs or assigns yet retaining the right to recover any unpaid amounts due at said time by the lessees unto the lessor.

The failure of the lessees or the lessor to take advantage of any default of the terms herein shall not be considered a waiver thereof.

This lease merges all agreements between the parties and shall not be modified except by a written instrument signed by the parties hereto.

This lease shall bind the parties hereto, their respective heirs, assigns, executors and administrators.