PAGE TWO (2) OF LEASE OF BUSINESS PROPERTY BY AND RETWEEN B.L. MULLINAX AND SAMUEL R. PUTNAM. SR.

nated as hereinafter provided, and will permit the usual notice of "To Let" or "For Sale" to be placed upon the walls or doors of the said premises without let or hindrance; and that at the expiration of the said term, or termination of the said lease as hereinafter provided, the party of the second part will quit and surrender the premises hereby demised in as good state and condition as reasonable wear and tear thereof will permit, damage by the elements excepted.

- 4. The said party of the first part covenants with the said party of the second part, on paying the said monthly rental and performing the said covenants on his part, shall and may peaceably and quietly have and enjoy the demised premises during the term aforesaid.
- hereto that, in case the building erected on the premises hereby demised shall be partially damaged of by fire, the same shall be repaired as speedily as possible at the expense of the said party of the first part; that in case the damage shall be so extensive as to render the building untenantable, the rent shall cease until such time as the building shall be put in complete repair by and at the expense of party of first part as speedily as possible; but, in case of the total destruction of the premises by fire or otherwise, the rent shall be paid up to the time of such destruction, and then and from thenceforth this lease shall cease and come to and end: Provided, however, that such damage or destructions be not caused by the carelessness, negligence, or improper conduct of the said party of the second part, his agents or servents.
- 6. It is further agreed that the covenants and agreements herein contained are binding on the parties hereto and their legal representatives.