- Page Three -

shall be seized under attachment, execution, or other process, and such attachment, execution or other process be not vacated or the property released within fifteen (15) days, then, and in any one of such events, the Landlord may, at his option, either:

- (a) Declare the full rental price for the entire term immediately due and payable and resort to any legal remedies at law or in equity for the enforcement or collection of the rent or to recover damages for the breach of said covenants; or
- (b) Declare this lease terminated and enter and take possession of the leased premises and thenceforth hold the same free from the right of the Tenant, or its successors or assigns, to use said demised premises, but the Landlord shall, nevertheless, have the right to recover from the Tenant any and all amounts which, under the terms hereof, may then be due and unpaid for the use of the demised premises.
- 8. The Landlord agrees that the Tenant, upon payment of the rents reserved herein, and upon the performance of the covenants and agreements herein provided to be observed and performed by them, shall peaceably and quietly hold and enjoy the demised premises for the term thereof; and it is further agreed that after payment of the rents to the expiration of this lease, the Tenant reserves the right and privilege of removing any and all trade fixtures and other fixtures of a similar nature which may be installed by or at the expense of the Tenant.

IN WITNESS WHEREOF, The Landlord and Tonant have hereunto set their hands and seals in duplicate on the day and year first above written.

IN THE PRESENCE OF:

Down San

Landlord

EMERY HILL STORES COMPANY (SEAL BY: President

Tenant