WHEREFORE, the LESSOR and LESSEE agree to the following terms:

- 1. The rent payable on the first day of each month in advance  $Ma \checkmark /$  beginning July 1, 1981, and continuing for the term of this Lease shall be Three Hundred Eight and 33/100 Dollars (\$308.33) per month.
- 2. During the term of this Lease, LESSOR shall be responsible for taxes and insurance on the subject property. The LESSEE will be responsible for any insurance of personal property which LESSEE owns and which shall be located on the property. LESSEE will be further responsible for the payment of all utilities and/or services rendered to said property, unless otherwise agreed in writing.
- 3. It is further agreed that the Lease shall not be assigned or any portion of the premises subleased without the written permission of the LESSOR.
- 4. It is further agreed that any additional improvements to the real estate or additions which shall become fixtures to the land shall at the termination of the Lease become the property of the LESSOR.
- 5. It is specifically understood and agreed that in the event of default of the payment of rental herein provided, the LESSOR shall have the right to institute any proceedings provided by law to secure the payment of the same with costs, expenses and reasonable attorneys' fees being chargeable to LESSEE on all actions as taken by LESSOR'S protection in collecting delinquent rents or re-leasing for future rents and the LESSOR shall have the right upon violation, at its option, to declare the Lease terminated and re-enter into possession of the premises.
- 6. At the expiration of the Lease, the LESSEE agrees to deliver said leased premises to the LESSOR in the same condition received, subject to normal wear and tear.
- 7. LESSEE may exercise the option to purchase granted herein by giving LESSOR written notice of its intention to do so. The closing shall be held within thirty (30) days after the delivery or mailing of such notice. At the closing, LESSOR shall convey the property to LESSEE by warranty deed conveying marketable fee simple title to the property, free and clear of all liens, mortgages, and encumbrances other than standard utility rights of way and subdivision restrictions, if any. The full amount of the \$2,000 binder

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