

covenant or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's or Lessee's knowledge of such preceding breach at the time of acceptance by Lessor or payment by Lessee of such rent.

(b) No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

(19) Any holding over after the expiration of the said term, with the consent of Lessor, shall be construed to be a tenancy from month to month at a monthly rental based on a pro-ration of the annual rent herein specified and shall otherwise be on the terms and conditions herein specified so far as applicable.

(20) The Lessor does hereby covenant that it is the owner of such premises and has a good right to lease the same and that the Lessee, upon paying the rental herein provided and observing the covenants herein contained, shall peaceably hold and enjoy said leased premises during the term of this Lease without any interruption by Lessor or by any person claiming by, through or under it.

(21) Lessee covenants and agrees that it will pay the rental herein provided promptly as the same becomes due and payable and without the necessity of the Lessor making demand therefor. Such rental payments shall be made by Lessee at the addresses provided in Section 17 above, or at such places as the Lessor, from time to time, may designate in writing. In the event any such rental shall remain due and unpaid for a period of ten (10) days after the same is due and payable as above provided, and the Lessor shall have given Lessee thirty (30) days notice in writing after the expiration of such ten (10) day period, or if the Lessee violates any of the other conditions herein contained which are to be performed by the Lessee and such violation con-

0518

4328 RV-2