

same over to first part at expiration of this lease in as good condition as they now are, the usual wear, inevitable accident and loss by fire excepted.

And the said party of the second part covenants and agrees with the party of the first part, that at the expiration of the time mentioned in this lease that he will deliver up the possession of the premises herein described peaceably and without legal process for the recovery thereof.

And the party of the second part agrees and covenants that in case of the nonpayment of the whole or any portion of the said rent at the time when it has been agreed that the same shall be paid, the said part of the first part, assigns or legal representatives at election, may either distrain for said rent due or declare this lease at an end and recover possession as if the same was held by forcible detainer, the said part of the second part hereby waiving any notice of such election or any demand for the possession of the said premises by the part of the first part. The covenants and agreements hereinbefore mentioned shall extend to and be binding upon the heirs, assigns, executors, and administrators of the parties to this lease: Provided, however, that nothing herein after contained shall be construed as giving unto the part of the second part the right and privilege to sublet the whole or any part of the premises described. In witness whereof, The parties of these presents have hereunto set their hands the day and year first above written.

Signed in the
presence of,
George Crump Jr.

^{his}
Cranes & Bruner
^{mark}
Part of the first part.

E. P. Nix

Party of the second part.