

premises shall be deserted or vacated, the said lessor shall have the right to enter the same either by force or otherwise without being liable to any prosecution therefor, and to re-let said premises, to take possession of any furniture or any other property in or upon said premises (the lessee hereby waiving the benefit of all exemption by law), and sell the same at public or private sale without notice, and apply the said rent and proceeds of such sale to the payment of the rent due by these presents, holding the lessees liable for the deficiency, if any.

III. This lease shall not be assigned, nor shall the said premises, or any part thereof, be assigned, let or sub-let, or used, or permitted to be used, by said lessee for any purpose other than that above mentioned, without the written consent of the said lessor or his legal representative first endorsed hereon, and if so assigned, let or sub-let, used or permitted to be used, without such written consent, the said lessor may re-enter and re-let the said premises, this lease by such unauthorized act becoming void if the said lessor shall so determine to elect. But the said lessor shall nevertheless be entitled to restrain by injunction such use for other purposes than hereby permitted.

IV. The said lessee shall take good care of the premises and fixtures and shall make good any injury or breakage done by it or its agent, employees or visitors, and shall quit and surrender said premises at the end of said term or any renewal thereof in as good condition as the reasonable use thereof will permit and shall not make any alterations, additions or improvements on said premises without the written consent of the lessor.

V. In case of the destruction, or partial destruction, of said building or premises by fire or the elements so as to render the premises demised wholly untenable or unfit for occupancy or purposes herein stated, if they shall be so badly injured that the same cannot be repaired within sixty (60) days from the happening of such injury, then in such case the term hereby created shall cease, and become null and void from the date of such damage and destruction and the lessee shall then immediately surrender all rights hereby granted and shall pay rent only to the date of such damage or destruction. But if said premises shall be so slightly injured by fire or the elements as not to be rendered untenable and unfit for occupancy then the lessor shall repair the same with reasonable diligence, the lessee shall be freed from paying rent only during such times as it may be prevented from using said premises for the purpose herein granted.

VI. The lessor shall pay one-half of the gas and water bills and also one-tenth of the monthly charge for electricity; however, upon the termination of the contract held by C. W. McCarty for supplying electricity for said building, then thereafter the lessee shall pay for all electricity used by it. At that time separate meters shall be installed to measure the amount consumed,

VII. The lessor shall not be liable for any damage to any property or persons at any time in said premises or building from steam, gas or electricity or from water, rain or snow which may leak into, issue or flow from any part of said building of which the premises hereby leased are a part, or from the pipes, or plumbing works of the same unless caused by some defect in the building reasonably apparent to the lessor constituting negligence on his part in failure to repair the same and the lessee shall give prompt notice to the lessor of any defects that may appear noticeable. The lessee, however, shall upon its own responsibility and at its own expense have the use and repair of the special heating and refrigerating systems installed in connection with the operation of the present theater occupying the leased premises.

VIII. The lessor shall not permit any other part of the building, a part of