

COMPARED

It is hereby agreed that the lessors shall have a lien for the payment of the rent aforesaid and for the payment of each installment thereof, during the term of this lease, or any extension made in accordance with the terms of said lease, upon all the goods, wares, chattels, appliances, appurtenances, fixtures, furnishings and other personal property of the said lessee which are on the said demised premises, or may be put thereon, at any time during the life of this lease, or any extension thereof, and such lien may be enforced by the lessors on the non payment of any of the rent aforesaid or any installment thereof, by the taking and sale of such property in the same manner as in the case of chattel mortgages on default thereof, and the lessors shall have the right, upon non-payment of said rental, or any installment thereof, to enter in and upon said premises and take possession of said property.

The lessee further agrees that during the term of this lease, and any extension made thereunder, that it will keep insured against damage or loss by fire, the fixtures, furnishings and personal property placed in said building by it at any time during the said lease, or any extension thereof.

Lessor's covenant that they will, during the said term, insure, and unless any policy shall be forfeited by any act of the lessee, keep insured against damage by fire, the said demised building, in some good insurance company, and will in case of the destruction of or damage to said building or building, or any part thereof, apply all such sums of money as shall be received by virtue of any insurance in repairing or rebuilding the said building or buildings so burned down, or damaged, and in case such moneys shall be insufficient for such purpose, will make good the deficiencies out of their own moneys, and that no rents shall be charged during any of the time that the building shall be unfit for occupancy, unless the fire is occasioned by the acts and negligence of the lessee.

The lessee covenants to pay the rents promptly, as herein provided, and further agrees that upon a failure by the lessee to pay any installment of the rent when the same shall become due, or upon a breach by it of any of the terms and conditions of this lease, the same shall at the option of the lessors terminate at once, without notice, and the lessors, their representatives and assigns may enter upon and take possession of said premises, without in anywise becoming a trespasser, and the failure of the lessors, or their representatives to take possession of said premises at any of the times aforesaid, shall not be deemed a waiver of any of their rights under this lease, nor estop them from afterwards asserting said rights, or any of the, and the lessee further covenants that upon the expiration of the term hereby created the lessors may take immediate possession thereof, and in no event shall a tenancy from year to year be created by any holding over by the lessee, subject, however, to the right of the lessee to extend the term of the lease by the exercise of the option in writing at the time and in the manner hereinabove set forth.

It is further agreed and understood that in the event of an assignment for the benefit of creditors by the lessee, or by its assignee under this lease, if assigned, or upon the institution of bankruptcy proceedings against the lessee, or its assignee under this lease, if assigned, that this lease shall thereupon cease and determine, and it is further agreed and understood that the assignment or the institution of bankruptcy proceedings, as aforesaid, shall immediately cause the cancellation and holding for naught this lease, and that all rights thereunder and possession of said property shall immediately by such act or acts pass to the lessors at their option.

It is agreed between the parties hereto that wherever herein, where the context admits, that the expression "the lessors" shall include their respective heirs, administrators, executors and assigns, and the expression, "the lessee", shall include its successors and assigns.