

of forty (40) feet to the point of beginning; being in all a plat of ground forty feet by sixty feet (40' x 60') being bounded on the north and west by the paved road.

As a consideration of the use and occupancy of said ground the said second party agrees to pay to the said first party the sum of Twenty-five Dollars (\$25.00) per month, payable monthly in advance, during the first year of this contract; and the sum of Thirty Dollars (\$30.00) per month, payable monthly in advance, during the second year of this contract; and the sum of Thirty-five Dollars (\$35.00) per month, payable monthly in advance, during the third year of this contract; and the sum of Forty Dollars (\$40.00) per month, payable monthly in advance, during the fourth year of this contract; and the sum of Forty-five Dollars (\$45.00) per month, payable monthly in advance, during the fifth year of this contract; and the sum of Fifty Dollars (\$50.00) per month, payable monthly in advance, during the sixth year of this contract; and the sum of Fifty-Five Dollars (\$55.00) per month, payable monthly in advance, during the seventh year of this contract.

The said first party agrees to pay all taxes on said land and will warrant and defend the title and possession of the second party thereto during the continuance of this contract, but the said second party shall pay the taxes on all improvements which he shall erect thereon, it being understood and agreed that the second party contemplates the building and erection of a gasoline and oil sales station thereon, but he shall have the right to conduct any lawful business thereon during the terms of this agreement.

The second party shall have the right to place proper and necessary structures, buildings, tanks and equipment on said property, and shall have the right to remove same upon the expiration of this contract, and shall leave said land in approximately the same condition as when found.

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The second party shall have the right to make proper connections with any and all water, gas, sewer, and electric lights and pipes on the lease premises, and may continue the use and service thereof during the term of this lease, but the second party shall furnish separate meters for such service and pay for same.

If at any time hereafter the lessee is prevented by operation of Law from using said premises for the purposes aforesaid, then and in that event the lessee may at his option cancel said lease, and be relieved of any further liability thereunder and lessee shall have the right to remove any and all improvements that may have been placed thereon.

If either party hereto shall fail or refuse to pay all taxes and liens whenever imposed upon the property of either party hereto then after ten (10) days written notice to the other, the other party shall have the right to pay off said taxes, mortgages or liens and shall then be subjugated to the rights of the other and shall have a lien on all of said property for such amount so expended, which lien may be foreclosed in a Court of Equity.

It is further agreed that the first party shall have a first and prior lien on all of the improvements placed on said land by the second party to secure the payment of the rent above provided for for the use and occupancy of said property.

It is further understood and agreed that the lessee shall have the right to assign this contract and sublease all or any part of the demised premises. In the event of an assignment to the creditors of the lessee, or in the event that the lessee should be adjudged a bankrupt that event forthwith and of itself cancel this lease and all rights thereunder and possession of the said property shall immediately by such act pass to the lessor at his option.

This agreement shall be binding upon the heirs, executors, administrators, and assigns of the parties hereto.

In witness whereof the parties hereto have set their hands and seals this 9th day of June 1923. Executed in triplicate, each as an original.