

1928 party may, at his option, cancel said lease, and be relieved from any further liability, except such liability as may have accrued up to the date and time of such cancellation.

8. It is further agreed that the second party, prior to or within a reasonable time after the expiration of the term of this lease, paying fair rental for such additional time, and upon the full and complete performance of all obligations of every character herein imposed upon the second party, shall have the right to remove all improvements placed upon the leased premises by the second party, subject, however, to the provisions of such lien as may arise in behalf of the first party under the terms of this contract or otherwise.

9. For the rent of the premises described the second party agrees to pay the first party the sum of Forty Dollars, (\$40.00) on the 1st day of November, 1924, and Forty Dollars (\$40.00) on the 1st day of each successive month thereafter until such time as the first party shall install plumbing fixtures as herein provided; making the same modern as to water and sewer by placing septic tank as herein provided; and it is agreed that on the 1st day of the month after installing of the plumbing fixtures, and the making of the same modern as to water and sewer, as herein provided, the second party shall pay to the first party the sum of Fifty Dollars (\$50.00), and the further sum of Fifty Dollars (\$50.00) on the 1st day of each and every month thereafter until the 1st day of November 1927, when the second party shall pay to the first party the sum of Sixty Dollars (\$60.00) and the further sum of Sixty Dollars (\$60.00) on the 1st day of each and every month thereafter until the 31st day of October, 1929, at which time the term of this lease shall cease, said lease being for a term of five years from the date of beginning as hereinbefore named. And it is further agreed and understood that if it should be impossible for the first party, without un-warranted expenditures, to install the plumbing fixtures, and otherwise make the premises described modern as to water and sewer as above indicated, within twelve months from the date of the beginning of this lease, the second party shall, nevertheless, pay to the first party on the 1st day of November, 1925, the sum of Fifty Dollars (\$50.00), and the further sum of Fifty Dollars, (\$50.00) on the 1st day of each and every month thereafter until the 1st day of November, 1927 from which last named date until the expiration of this lease, the rental payments shall continue as in the manner hereinbefore set forth, to-wit: at Sixty Dollars per Month.

10. It is further agreed and understood between the parties hereto that time is of the essence of this contract as to the payment of any and all rentals provided for, and the other obligations of the second party, and should the said second party at any time default in any of the obligations herein imposed as to the payment of the rentals at the time due, and such default continues for a period of 15 days, the first party shall have the right, at his option to terminate this lease without notice to the second party, and to re-enter and take possession of the premises, and the property of the second party thereon located and contained, of whatever character, including supplies; and, for the purpose of securing the payment of said rentals herein provided for, as the same may become due, the second party does hereby mortgage and convey unto the first party all property which he may have located on said premises, including tanks, pumps, compressors, and other movable machinery, and all supplies of oil, gasoline, auto accessories, and other personal property used in connection with said business, at that location (exclusive of tank wagons), and all stocks and supplies of goods and wares, changing in specifics; and no part of the said property, when once placed, shall be sold or disposed of, except stocks and supplies changing in specifics, without the consent and approval of the first party; and it is expressly agreed between the parties that, time being made of the essence of this contract, upon the default of the second party in making any one of the rental payments herein provided, and such default continue as aforesaid for 15 days the first party may, at his option, declare the rentals for the entire lease term of five years,