

together with all the appurtenances and hereditaments thereunto belonging for a period of three years beginning upon expiration of said rental contract of January 9, 1908, now existing between parties hereto, to-wit: Aug. 1, 1911 and to terminate on Aug. 1, 1914,

In consideration of the rental and use of said property as provided for in this contract, said party of the second part, his heirs, executors, administrators, successors and assigns, hereby agrees and binds himself to pay the said party of the first part, his heirs, executors, administrators, and assigns, the sum of Ten Thousand Eight Hundred Dollars (\$10,800.00) for three years for the rent and use of said property aforesaid, payable monthly, Three Hundred Dollars (\$300) to be due and payable on the first day of each month in advance; said payments to begin on August 1, 1911 and every month thereafter until the entire sum of Ten Thousand Eight Hundred dollars (\$10,800.00) is paid and this lease is terminated.

It is further agreed by the parties hereto that the party of the second part shall have and is hereby given the right to sublease ground floor of said building for all business purposes, excepting that of a butcher shop, bakery, restaurant, grocery store, pool or billiard hall, bowling alley, moving picture shows or any business that would cause a greater wear or damage than would that of a clothing store; and may sub let the second floor of said building for business or office purposes and no other.

Party of the second part further agrees to make his own contracts with the Gas and Water Companies for the furnishing said second party his heirs or assigns with gas and Water, and to relieve party of the first part from any of the liability thereon.

It is further agreed that the party of the second part, his heirs or assigns shall occupy said building according to the terms of this lease, and pay all rents therein provided, and should default be made in the payment of said rent when due, or any part thereof, the party of the first part may at his option forfeit and terminate this lease by giving the party of the second part fifteen (15) days notice in writing of such intention.

Party of the second part agrees to and with the party of the first part to keep said premises leased in good condition, and to commit no waste or damage thereto except such as is necessary to the enjoyment of the same and to deliver peaceable possession thereof to the party of the first part or his legal representatives at the termination of this lease, and that, should the party of the second part, his heirs or assigns, fail refuse or neglect to deliver possession as above stipulated, then, in that event party of the second part shall pay to the party of the first part, his heirs or assigns, the sum of twenty dollars (\$20.00) per day, for each day the said premises shall be held beyond the term of this contract.

It being understood and agreed by the parties hereto that water or gas pipes shall be kept in repair by the party of the second part, his heirs or assigns, and that the party of the second part shall hold the party of the first part free from all damages that might accrue to himself or tenants occasioned by pipes leaking or bursting, or leaks in the roof of said building, Party of the first part agrees to keep said roof in good repair, provided he is notified by the party of the second part that the roof needs repairing.

It is further agreed and understood between the parties hereto that should said party of the second part at any time during the life of this contract desire to sublet said premises, or transfer or assign his lease, said party of the second part agrees to give said party of the first part the preference of renting it back from the said party of the