

It is understood and agreed, time being the essence of this provision, that should the party of the second part default for a period of five days in any payment of rent as above stated, the first party may immediately take possession of said buildings and the stock of goods therein contained, and sell so much of said stock as will pay the rental for the unexpired term herein granted, and any and all expenses incident to such sale.

It is further understood that the property herein leased will be used for a garage, and for no other object or purpose, and that this lease will not be ^{assigned} without the written consent of the party of the first part, and the use of this property for any other purpose than herein designated, or an assignment of this lease without the written consent of the party of the first part, will entitle the party of the first part to immediate possession, and the balance remaining unpaid of the rental herein agreed upon shall be and become immediately due.

It is further provided that in the event of the assignment to creditors by the party of the second part, or the institution of bankruptcy proceedings against the party of the second part, such event shall forthwith and of itself cancel and hold for naught this lease, and all rights ~~thereunder~~ and possession of said property shall immediately by such act or acts pass to the party of the first part.

It is further understood that all interior and outside decorating, and all repairs inside and outside shall be made by the party of the second part at his own cost, Provided, that in the event the party of the first part for any reason shall be unable to deliver possession of said building to the party of the second part, on or before the said 11th day of May, 1910, that the rental herein agreed upon shall not begin until such possession is delivered, and that this shall be the measure of damages for such failure to deliver possession. And in the event that the parties ^{cannot} agree upon the amount of rent to be deducted for such failure, that the matter shall be submitted to arbitration. The first party shall choose one arbitrator, the second party one arbitrator, and the two so chose to select the third. The decision of such arbitrators shall be final.

The party of the first part hereby further agrees that the party of the second part shall have the right to renew this lease for the period of one year from the 11th day of May, 1911, upon the same terms and conditions, and at the same rental, as is provided herein, provided said party of the second part, at least thirty (30) days prior to the 11th day of May, 1911 shall give notice in writing, to the party of the first part, of his intention to renew this lease and provided further that the party of the first part shall be the owner of the premises hereby demised at the time of the receipt by him of such notice of renewal.

The party of the second part further agrees that if he shall fail to give the notice of renewal provided for in the preceding paragraph hereof, then and in that event at the expiration of the time mentioned in this lease, to-wit: the 11th day of May, 1911/ without notice from first party, to give peaceable possession of said building to the said party of the first part, loss by fire alone excepted.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals on the day and in the year first hereinbefore written.

Tolbert Dickson (seal)

L.E. McNurlen (seal)

The words "the lower floor of" and "and the premises in the rear of said building" were interlined between the 8th and 9th and the 10th and 11th lines respectively as the first page of the foregoing lease prior to its execution and delivery.

Witnesses:
Andrew G. Bradley.