3: Said Lessee, for itself, its successors and assigns, agrees to pay a yearly rent of Fifteen Hundred ($1500.00) Dollars, to said Lessor, by twelve (12) equal advance monthly payments, of the sum of One Hundred and Twenty Five ($125.00) Dollars each, the first of such payments to be made on the 1st day of April, 1910, and one on the 1st first of each succeeding month thereafter, in advance, during the period and continuance of this lease, and said lessee will hereby,,for itself, its successors and assigns, covenant with the lessor, his heirs and assigns, that it will, during the term of said lease, pay said rent at the time and in the manner aforesaid, and has executed and delivered to said Lessor, its sixty (60) promissory notes, of even date herewith, each for the sum of One Hundred and Twenty Five ($125.00) Dollars, the first due April 1, 1910, and one on the first day of each succeeding month thereafter until all are paid, or this lease terminated by notice, as hereinafter provided. Each and all of said notes are endorsed by F. A. Gear, J. S. Bender, T. W. Rutherford, W. S. Cook, E. T. Sweney and F. A. Cook, each of said endorsers binding himself to the extent of one-sixth of the total amount of each note so endorsed.

4: The said Lesse further covenants for itself, its successors and assigns, that it will, at the expiration of this lease, or sooner determination, by notice as hereinafter provided, deliver up to the Lessor, his heirs or assigns, said premises and all new improvements and additions thereto, in such good and substantial repair and condition and in such state and condition as shall be consistent with the due performance of the several covenants herein contained.

5: The Lessor agrees to make certain repairs, changes, and additions in and to said property. according to the plans and specifications of Fletcher & Alves, Architects, of Nashville, Tennessee, not to exceed in cost the sum of Twenty Three Hundred ($2300.00) Dollars, or such less sum as may be sufficient to secure such changes, additions and repairs to the approval and satisfaction of said architects.

6: No changes or improvements, alterations or repairs, shall be made by said Lessor except as hereinbefore specified and set out, except such repairs as may be necessary to keep said premises in ressonable repair, under the ordinary uses and purposes of this lease.

7; The Lessor further agrees, in case said premises shall at any time during the term of this lease, be injured by fire, lightning or storm, not amounting to a practical destruction of the building, to forthwith and as soon as practicable proceed to repair said buildings and put the same in as good condition as they were before such injury, and in the meantime, and until such premises are so repaired and put in good tenantable condition, the rent shall cease, and in the event that the buildings hereby leased are practically destroyed by fire, lightning or storm, then this lease shall cease and terminate, and the rent notes herein described not then due shall be null and void.

8. It is further expressly stipulated and agreed by and between the Lessor, his representatives and assigns, and the Lessee, its successors and assigns, that at any time during the period of this lease, the property is sold, and the purchaser of the Lessor desires possession of the premises, then and in such event the Lessee, its successors and assigns, agrees to surrender said premises after six months' notice in writing so to do, but said notice to surrender or vacate the premises shall not effect the Lessors right to have and collect rent during the period from the date of said notice to the time said premises shall be vacated by said Lessee, its successors and assigns.

9: The Lessor agrees in event such notice is given to the Lessee, as aforesaid, to pay to said Lessee, its successors and assigns, the sum of Twenty Five Hundred ($2500.00) Dollars, as a consideration to vacate and surrender said premises, and said Lessor further agrees immediately upon giving such notice to said Lessee, its successors and assigns, to deposit said sum of Twenty Five Hundred ($2500.00) Dollars in the Fourth National Bank at Nashville, conditioned to be paid to said Lessee, its successors and assigns, when said premises shall have been vacated pursuant to said notice.

10: It is further stipulated and agreed that said Lessee shall have the right to sub-rent or sub-lease said premises, or any part of same, to any unobjectionable person or persons.

11; It is further agreed between the Lessor and the Lessee that at the end of the period of five years for which the premises in question have been leased to said Lessee, its successors and assigns, that should the then owner of said premises desire to further lease or rent out same, then and in such event the Lessee, its successors and assigns, shall have the privilege of taking same for another term, the length of which term shall be subject to future agreement, at a rental consideration to be at such time agreed upon between the parties in interest at that time.

12: It is further agreed that in event the Lessee, its successors and assigns, should desire to re-rent the premises for another period, as hereinbefore provided, that they shall give notice of such desire to the Lessor in writing on or before the first day of August, 1914.

13: Should the Lessee, its successors and assigns, at any time make default in the payment of the rent, as hereinbefore stipulated and provided, then and in such event, the Lessor, his heirs, representatives and assigns, or any agent of such, designated for such purpose, will have the right to enter and take possession of said premises, of which said Lessee hereby agrees and binds itself, its successors and assigns, to give peaceable and quiet possession, and to rent out or re-lease said premises to some other tenant or tenants, and hold the Lessee, its successors and assigns, for any and all loss that may occur by reason of such re-renting. But the failure on the part of the Lessor to enter and take possession of the premises upon such default shall not constitute a waiver on his part, but such right shall exist and continue without regard to the number of such defaults, during the term and continuance of this lease. The Lessor binds himself and Mrs. C. B. Bell to defend this lease against all lawful claims. In Testimony whereof, the Cook-Gear-Sweeney Undertaking Company, a corporation, not having a corporate seal, by resolution duly and legally passed, has caused this instrument to be executed in its name by its President and Secretary. This 3rd day of March, 1910, at Nashville, Tennessee.

John S. Woodall, Agent for Mrs. C. B. Bell,
Party of the First Part.

COOK-GEAR- Sweeney UNDERTAKING COMPANY.
by F. A. Gear, President.
T. W. Rutherford, Secretary.

State of Tennessee.
County of Davidson.

Personally appeared before me, G. W. Davis, a Notary Public in and for said State and county, John S. Woodall, Agent for Mrs: C. B. Bell, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 3rd day of March, 1910.

State of Tennessee, (SEAL) G. W. Davis, Notary Public.
County of Davidson.

Before me, G. W. Davis, a Notary Public in and for State and County aforesaid, personally appeared F. A. Gear, and T. W. Rutherford, with whom I am personally acquainted