

battery if needed. Lessee agrees to not remove or deactivate smoke detectors or CO detectors for any reason, except for brief periods of time required to administer repairs or maintenance to detector. Lessor will provide a Fire Extinguisher in operation condition, fully charged, and will service this item annually. Lessee is responsible for checking monthly to make sure Fire Extinguisher dial reads "charged" and will notify Lessor if any other reading is noted.

20. Conversion upon Breach

Should Lessee(s) Breach any provision of this lease, that breach may convert Lessee's tenancy to one by the month, at Lessor's option. This will not relieve Lessee's obligations under the lease. *The total amount of rent due through the date of expiration of the lease shall become immediately due upon Lessee's breach.*

21. Attorney's Fees

In the event the Lessor employs an attorney to enforce his or her rights under this lease, Lessee agrees to pay attorney's fees and applicable court costs which may be deducted from Lessee's security deposit. Lessee may not assert any legal claim against Lessor or defend any claim by Lessor against Lessee on the basis that Lessor has defaulted in any of the duties under this lease, or by law, unless Lessee has first given Lessor notice in writing by Certified Mail of the purported breach or default promptly after the same occurs and only if Lessor fails to cure the same within a reasonable time after receipt of notice.

22. Representation

Lessee shall make all communications that affect lease terms in writing.

23. Removal of Personal Property

Lessee is responsible for removing all personal property. Any personal property remaining in the unit after the Move-out Inspection, will be deemed to be abandoned unless there is a written agreement in place regarding this property.

24. Subordination and Termination

This lease is subject and subordinate to all security interests which may now or hereafter affect the real property, of which the unit form a part, and to all renewal modifications, consolidations, replacements, and extensions thereof. In confirmation of such subordination, Lessee shall execute promptly any certificate that we may request. Lessee hereby constitutes and appoints Lessor as your attorney-in-fact to execute any such certificate or certificates for and on your behalf. If the leased unit is listed for sale, Lessor may terminate this lease upon the giving of sixty (60) days' notice.

25. Destruction of Premises

In the event the unit is destroyed by fire or other disaster or cause, and we do not repair or rebuild, this lease shall thereupon terminate, but without rebate of rent paid or rent which is due and unpaid.