

cent per annum from the date of such advance so long as it remains unpaid by the lessee and out of the hands of the lessors. And if the lessee defaults to pay said sum for a period of ninety (90) days after the next installment of rent, the lessors may declare this lease determined, and at the option of lessors, all buildings and improvements on said premises may be declared to be and become immediately forfeited to the lessors, and the lessors shall have full right and privilege to enter upon said demised premises and demand possession of all buildings and improvements thereon. ~~COMPARED~~

It is further agreed and notice is hereby given that no mechanic's or other liens shall, in any way, manner or degree, affect the claim of the lessors on such building, or attach to their rights in said premises.

It is further covenanted and agreed by and between the parties hereto, that in the event the lessors, their heirs or assigns, shall, without fault on their part, be made party to any litigation concerning this lease, brought by or against said lessee, then said lessee shall pay all costs and attorneys' fees on account of such litigation.

SEVENTH: It is further understood, covenanted and agreed by and between the parties hereto that all improvements, buildings, structures, including all plumbing, heating ventilating, lighting, lighting fixtures, and all other permanent fixtures of any character, kind or nature placed upon the real estate herein described shall at all times, after the construction and completion of the same by the lessee, his heirs, or assigns, be and remain the sole property of the lessors, and that upon the termination of this lease, whether at the expiration of the term of which the same is granted, or if terminated sooner by reason of any default or breach on the part of the lessee, all such improvements, buildings structures and fixtures of every kind or nature whatsoever, shall belong absolutely to the lessors. Provided that the furniture and appliances used on said premises, not a part of any building thereon shall not be construed as fixtures. This provision and all other provisions of this lease similar thereto, are subject to the following conditions: That the lessee, his heirs, executors, or assigns, shall have the absolute and irrevocable right and option to purchase from said lessors, their heirs and assigns, at any time from and after ten (10) years from date hereof, all of said premises for the following considerations: If said premises are purchased between the tenth and twenty-fifth year of this lease, then the lessee, his heirs, or assigns, shall pay the sum of One Hundred Ten Thousand (\$110,000.00) Dollars cash, and from the twenty-fifth year on to the termination thereof, the sum of One Hundred Thousand (\$100,000.00) Dollars cash; said sums of money to be paid in gold coin of the United States of America of the present standard of weight and fineness, or its equivalent, as the lessors, their heirs, or assigns, may chose. And in the event that said premises are purchased, as hereinabove provided, then this lease and all obligations on the part of the lessee, his heirs, or assigns, shall determine as to the lessee, his heirs, or assigns, and shall not be liable to the lessors in any sum whatsoever, arising by, through, or under said lease.

In the event that the premises are not purchased by the lessee, his heirs, or assigns, as hereinbefore provided, and there has been no forfeiture of said lease by reason of the breach of any of the terms of this lease on the part of the lessee, his heirs, or assigns, at the termination of said lease, the building and the lot upon which said building is erected shall descend to the then heirs of the lessors and the lessee in equal shares.

EIGHTH: It is further covenanted, stipulated and agreed that the lessors, their heirs, or assigns, shall, at all times, have a first lien on the demised premises for the payment of the rentals herein stipulated to be paid; said lien of the lessors to be superior in all respects to any and all other liens and charges by whomsoever claimed and upon the entire premises, except that in case that a first or second mortgage, or deed of trust, or both, are placed upon said premises, signed by the lessors, their heirs or assigns, as herein before