

shall at no time, be of a then less value ^{than} ~~that~~ ^{the} then value of improvements which would have been Three Hundred Thousand Dollars, (\$300,000.00) in value, on the date of signing this Lease. This is on the basis that the improvements upon said premises, upon the construction of the Two Hundred Thousand Dollar (\$200,000.00) building, herein agreed to be constructed, will be of a present value of Three Hundred Thousand Dollars, (\$300,000.00)

The Trustee shall, from amounts in its hands received from any ^{COMPARED} insurance from damage or destruction of any building, pay to the Lessee, from time to time, the amount certified by a responsible architect, having supervision of the construction or repair of such destroyed or damaged building, an amount equal to the cost of the material on the ground, and labor in the building, not covered by any certificate ^{to} ~~thereof~~ issued by such architect, provided satisfactory evidence is ^{to} ~~shown~~ to the Trustee of what material and labor have been placed on the ground, or in the building and that the same had been fully paid for by the Lessee. Provided, however, such architect shall first certify to the Trustee the amount necessary, in his opinion, to complete the repairs or rebuilding contemplated, prior to any payment by the Trustee to the Lessee; and the Trustee shall make no payments to the Lessee until, under certificates issued by such architect, it shall appear that sufficient labor and material have been delivered and paid for by the Lessee, so that the insurance money in the hands of the Trustee will be sufficient to pay for the labor and material shown by the certificate of the architect to be yet necessary for the completion of such repair or rebuilding. Any amount remaining in the hands of the Trustee, of such insurance money, after the restoration, repair or reconstruction of any improvement, as herein required, shall if there be, at that time, no default on the part of the Lessee in the performance of any covenant or condition hereof, be paid to the Lessee.

In the event that the Lessee shall fail to begin, within the time herein required, or to complete, within the time required, any repair, ~~restoration~~ or reconstruction of any improvement damaged or ~~be~~ destroyed, the Lessor may at Lessor's option, terminate this Lease, and thereupon, the Trustee shall deliver to the Lessor all insurance money in its hands, and the Lessee's term shall thereupon be at an end, and all improvements upon the premises shall be and remain the property of, and shall be immediately delivered to, the Lessor. 484

The Trustee shall pay to the Lessor, on demand of the Lessor, at any time that the Trustee has funds in its hands from such insurance policies, any sums that may be or become due to the Lessor under any of the terms, covenants or conditions hereof, including the payment of installments of rent, or the reimbursement of the Lessor for any sums paid or advanced by the Lessor by the Lessor under the terms hereof.

SIXTH: The Lessee will obey and comply with all lawful laws, ordinances, regulations and requirements of all legally constituted authorities, in any way affecting this Lease, the above described premises, the buildings and improvements now or hereafter thereon, or the use of the same.

All improvements erected on the premises herein ^{here} ~~described~~ shall be designed only for the purpose of ordinary mercantile houses, bank office buildings, or hotels. Provided, however that any building may be ^{be} ~~constructed~~ on all or any part of said premises designed for special purposes, such ^{as a} ~~as a~~ theater, provided that there shall exist improvements otherwise on said premises for general purposes, or that such building so erected shall ^{have} ~~have~~ a portion thereof for use for such general purposes, which should produce, at a fair rental value, the approximate amount of the rent and the fixed charges herein reserved. If the neighborhood, in which the property is located shall so completely change as to make the improvements upon said premises only appropriate for a different use, the Lessee may use the buildings for any lawful purposes appropriate for the neighborhood; Provided, however the Lessee shall not knowingly permit any part of the above described premises or improvements, at any time thereon to be used for any illegal or immoral purpose or business.