

The Lessee will pay and hold the Lessor and the premises harmless on account of, all damage fines, penalties or other sums, including attorney fees, by reason of the failure of the Lessee to do any of the things herein required, whether, such failure on the part of the Lessee shall have been an act of omission or commission.

COMPARED

SEVENTH: It is agreed, and notice is hereby given to all persons, that any improvement or improvements, or work done upon said premises whatsoever by the Lessee shall be at the ~~said~~ expense of the Lessee, and the Lessor shall not, in any manner, be liable therefor, and neither the price of any labor or material used upon said premises, nor any obligation incurred in any manner in connection with the said premises or improvements thereon shall, in any manner, be or become a lien upon said premises, either the freehold or the leasehold, and no lien therefor shall, in any manner, attach to said premises, either the fee or the leasehold, by reason of any improvements or expenditures thereon, and nothing in this indenture shall, in any manner, be construed as authority or permission for any person to file any lien of any nature, or to obtain a lien of any character upon said premises or leasehold, or upon any interest therein, and nothing herein shall waive the statute requiring the written consent of the Lessor to the creation of any lien or charge thereon.

The Lessee will not, in any manner, create any lien or encumbrance upon said premises or any estate therein, except the Lessee may mortgage or bond his interest as Lessee, at any time that the Lessee is not in default in any manner or condition hereunder, and at any time, when the building first in this lease agreed to be built has been built according to the terms hereof, and at a time when all improvements which have been removed, <sup>Q</sup>damaged or destroyed, shall have been completed replaced, as herein provided.

The rights and claims of the Lessor hereunder shall and can in no wise be affected by any mortgage or bond executed by the Lessee, and any mortgage or bond executed by the Lessee shall be junior, inferior and subject to each and every right of the Lessor hereunder, and the lien of such mortgage shall be eliminated, upon the forfeiture of the rights of the Lessee, or the termination of this Lease.

Any mortgagee, however, at his option, may, at any time before the rights of the Lessee shall have been forfeited to the Lessor, as provided herein, pay any rent hereunder, or effect any insurance, or pay any charges or assessments, and make any repairs or improvements or make any deposits, or do any act or thing herein required of the Lessee by the terms of this Lease to be done, and all payments so made and all things so done and performed by such mortgagee shall be as effective to prevent a forfeiture of the rights of the Lessee hereunder as if done by the Lessee; Provided, however, nothing herein shall limit the rights of the Lessor, and any such payment or advancement by such mortgagee shall give to such mortgagee no lien upon the premises, but shall, as to the Lessor, be and be construed as, a voluntary payment by such mortgagee as volunteer.

EIGHT: Any building erected by the Lessee on the premises above described shall be of what is generally called fire-proof construction, and shall be built of first-class material and shall be built in a workmanlike manner, and shall be of a character, size and design appropriate to the neighborhood; Provided however, if <sup>by</sup> an improvement or discovery, a higher type of building than the present fire-proof construction shall be generally accepted to have taken the place now occupied in building and architecture by such fire-proof construction, then in that event, any building then constructed by the Lessee shall be of such new construction.

NINTH: Lessee further agrees that in the erection of any improvements on said premises that no portion thereof shall be built upon, extend over, or encroach upon any adjoining property. Provided however, the Lessor and the Lessee herein may agree in writing, at any time, upon a modification of this clause of this indenture.

TENTH: Lessee specifically agrees to complete, within five years from the date hereof, a building on said premises which shall cost not less than Two Hundred Thousand Dollars.