

ARTICLE XXII.

SURVEY:

Lessor, at its expense, shall immediately furnish to Lessee a plat of survey on tracing linen or vellum prepared by a registered land surveyor, showing thereon: Property line dimensions and angles; corner markers; locations of existing structures, utilities and obstructions; encroachments and easements; abutting streets, highways and alleys showing rights-of-way widths, widths of street, highway and sidewalk paving and street and highway names; locations of any restriction, set-back or building lines; elevations within leased area and at tops of curbs, street and highway center lines and along gutter lines; north arrow; legal description and plat book reference of leased area and easements; name of city, county and state in which leased area is located; surveyor's certification, address and signature.

ARTICLE XXIII.

ASSIGNMENT OF RENTS:

Should Lessor assign the rents or other charges accruing to Lessor under this lease, it is agreed any such assignment shall be subject to the terms and conditions of this lease and that Lessee in accepting the same, does not assume, and shall not be charged with, the obligation of keeping an account of the status of the indebtedness for which such assignment may have been given to secure.

ARTICLE XXIV.

TITLE EXAMINATION:

Lessor, free of expense to Lessee, shall furnish to Lessee either:

(a) A leasehold title insurance policy, issued by a financially responsible title insurance company in the amount equal to the aggregate of the rental to be paid during the first ten years of the term of this lease, insuring Lessee against loss or damage which Lessee may sustain by reason of any defects in Lessor's title or because of liens or encumbrances charging the same, as of the date of such title policy, subject only to the title insurance company's usual policy exceptions against which it does not insure; or

(b) Such other evidence of Lessor's title as shall be satisfactory to Lessee and its attorney, showing such title to the premises in Lessor as will authorize Lessor to enter into this lease and to collect and retain the rents hereunder.