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ARTICLE XXI.

RIGHTS NOT WAIVED:

Failure of either party to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon the other party imposed, shall not constitute or be construed as a waiver or relinquishment of such party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

The titles identifying the several articles of this lease are for the purpose of locating readily the various provisions of the lease, and are not to be construed as a part of the text of the lease.

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.