

shall have any and all right or rights of action against any public or private authority that shall institute and prosecute such condemnation proceeding for all damages which may accrue to Lessee by reason of any loss, damage or injury to any of its property that shall then be in, on, under or about the demised premises; and such right or rights of action shall be in addition to the rights of Lessee to terminate this Lease as above set forth. Lessors covenant and agree in the event of any change in grade of any streets, alleys, or highways abutting the demised premises or the condemnation of any part of the demised premises which change in grade or condemnation in part shall not render the demised premises unsuitable for the purpose of a drive-in gasoline filling and service station that Lessors will apply any award of damages so much thereof as may be necessary against the cost and expense in re-adapting the demised premises for use as a drive-in gasoline filling and service station.

XII. Lessee consents that Lessors may create a mortgage or other lien on the estate of Lessors in the demised premises which may be superior to the interest of Lessee under this Lease, provided that payments of principal and interest on the debt secured by such mortgage shall be payable monthly in an amount not in excess of Two Hundred Fifty Dollars (\$250.00) per month, and provided further, that Lessors shall secure the written consent of the mortgagee or lienor, as the case may be, in the case of any default under any such mortgage or deed of trust not to declare the entire balance due and payable without first giving Lessee, its successors and assigns, thirty (30) days prior written notice of such default and permitting Lessee, its successors and assigns, to cure any such default. In the event of any default under any such mortgage or deed of trust, Lessee, its successors and assigns, may, at its option, cure such default and make any payments required and apply all rents payable by Lessee hereunder to such payments holding the Lessors, their heirs and assigns, liable for the balance, if any.