- declared unsafe, or ordered changed or modified by building authorities, or inspectors, or other representatives of duly constituted authority during first five years of term hereof, Lessor, at Lessor's own cost and expense and without delay, will make such changes and/or alterations as may be directed or required, by said duly constituted authorities; but if such changes or modifications shall be ordered by said authorities during said term but after expiration of first five years thereof, then Lessor shall have option of either complying therewith or cancelling this lease, and, in event of such cancellation, any rents paid in advance shall be refunded.
- demnation so that remaining portion thereof shall not be sufficient for proper conduct of Lessee's business, then Lessee shall have right to cancel this lease, and any rent paid in advance shall be refunded. In event that a part of said premises be taken by condemnation, and Lessee shall be able properly to conduct its business thereon and therein, then rental hereinbefore reserved is to be adjusted in proportion to area so condemned and taken.
- 16. Lessee agrees that at election of Lessor, this lease shall be subject and subordinate to lien of any bank, trust or insurance company mortgage which may hereinafter encumber demised premises or any part thereof. Lessee agrees to execute, duly acknowledge and deliver such instrument or instruments as may be required from it for the purpose of making effective provisions of this paragraph.