

~~either prior to or within a period of sixty (60) days after the date when possession of the premises shall be required by the condemning authority, elect to terminate this lease, or, if an option to purchase the premises is conferred upon the Lessee by any other provision of this lease, may as an alternative to such termination of this lease elect to purchase the demised premises in accordance with such purchase option, except that there shall be deducted from the purchase price to be paid for the premises all of the Lessor's award from the condemnation proceeding. In the event that Lessee shall fail to exercise any such option to terminate this lease or to purchase the premises or in the event that a part of the demised premises shall be taken or condemned under circumstances under which the Lessee will have no such option, then and in either such event this lease shall continue in effect with respect to the portion of the demised premises not so taken, and Lessee will, with all due diligence and at its own cost and expense, repair and restore the demised premises or what may remain thereof to their former condition, and until the completion of such work, the obligation of the Lessee to pay rent and real estate taxes shall abate.~~

Lessee

Lessor

MORTGAGING OF LESSOR'S ESTATE

16. The Lessor shall have the right, at any time or from time to time during the continuance of this lease, as security for any indebtedness owed by it, to create an encumbrance against its estate in the demised premises or any part hereof, but such encumbrance shall be subject to and limited by the following express conditions:

That the mortgage, trust deed, or other instrument creating such encumbrance shall contain apt provisions under the terms of which the existence of this lease shall be recognized, and shall provide that so long as the Lessee, its successors and assigns, shall keep and perform the terms, covenants, and conditions in this lease contained on its part to be kept and performed, neither the holder of the indebtedness secured thereby, nor any other person, shall, in attempting to enforce collection of said indebtedness or to realize upon such security, have any power to impair, modify, abrogate, or adversely affect the rights of the Lessee, its successors and assigns, under this lease, to the full enjoyment of the entire term thereof to the end that the Lessee, while not in