

satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this lease provided.

ARTICLE 4. COVENANT OF TITLE, AUTHORITY AND QUIET POSSESSION

4.01 Landlord covenants and warrants that Landlord has full right and lawful authority to enter into the lease for the full term aforesaid, and that Landlord is lawfully seized of the entire premises hereby demised and has good fee simple title thereto, and that said premises are free and clear of all contracts, leases, tenancies, party wall agreements, restrictions, violations, liens and encumbrances of every nature whatsoever.

4.02 Landlord further covenants that if the Tenant shall discharge the obligations herein set forth to be performed by the Tenant, the Tenant shall have, hold, occupy and enjoy, during the term hereof, the quiet and undisturbed possession of the demised premises.

ARTICLE 5. USE OF PREMISES

5.01 The Tenant, its agents, servants successors and/or assigns shall erect on the demised premises a building to be used by Tenant as a branch bank at no cost to Landlord, said building to be erected in accordance with all applicable laws and ordinances. The premises herein demised and improved by Tenant shall not be used for any unlawful purposes during the term of this lease or any extensions thereof. At the expiration of this lease or any extension period thereof, said improvements shall become the property of Landlord subject, however, to Tenant's right to remove all fixtures and equipment as hereafter provided.

5.02 The parties agree that, from the date hereof, the Landlord has the right to remove from the demised premises any building or structure presently located thereon, provided, however, that all such removal be accomplished by December 3, 1976. If all improvements presently located on the demised premises have not been removed by that date, Tenant shall have the right to demolish and/or remove the same and to claim any salvage therefrom.

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