

TITLE TO REAL ESTATE

against the premises or against the Landlord by reason thereof, the recipient of such insurance moneys shall have the right to withhold therefrom an amount equivalent to the aggregate total of all such liens or incumbrances so filed until such liens or incumbrances shall be fully satisfied and cancelled or record.

The Landlord shall in no event be called upon to repair, replace, or rebuild any of said buildings or improvements or to pay any of the expenses thereof beyond or in excess of the proceeds of such insurance as shall have been paid under said existing policies and if said sum shall not be sufficient to pay the costs of such repairs, replacement, or rebuilding, the Tenant shall pay the difference between the actual cost thereof and the insurance moneys paid, it being the intention of this agreement that the Tenant shall repair, restore, or rebuild the same without cost or expense to the Landlord. In the event that there shall be a balance of such insurance moneys at the completion of said repairs or said work of rebuilding, when the same has been completely repaired and restored and the building and premises shall be free and clear of all liens or incumbrances or charges of any kind and the Tenant shall not otherwise be in default hereunder, the Landlord shall pay or direct the balance to be paid over to the Tenant.

~~In the event that the building is so damaged by fire or other casualty as to require the rebuilding thereof, the Tenant before proceeding with the construction of said new building, shall deliver to the Landlord a complete set of plans and specifications of said new building and shall obtain the written approval of the Landlord thereto, which the Landlord agrees that it will not unreasonably withhold and said new building shall be constructed and completed by the Tenant with due diligence, but in any event within eight months from the time of said destruction, unless prevented by war, strikes, or other causes beyond the control of the Tenant.~~

In the event that the building is so damaged by fire or other casualty as to require the rebuilding thereof, the Tenant before proceeding with the construction of said new building shall deliver to Malcolm C. Davenport, one of the Landlords, three complete sets of plans and specifications for said new building and shall obtain the written approval of the said Malcolm C. Davenport, one of the Landlords thereto, which the said Malcolm C. Davenport agrees that he will not unreasonably withhold. If the said Malcolm C. Davenport shall unreasonably withhold his approval of said plans and specifications for a period of twenty (20) days, or shall fail to disapprove said plans and specifications within said period of twenty (20) days, then said plans and specifications shall be deemed to have been approved, in writing, by all of the Landlords. Said new building shall be constructed and completed by the Tenant with due diligence, but in any event within eight (8) months from the date of said destruction, unless prevented by war, strikes, or other causes beyond the control of the Tenant.

If the leased premises or the adjoining premises known as the Cauble property are so damaged or destroyed by fire or other casualty which is covered by insurance carried by the Tenant during the last eighteen months of the term hereof, to such an extent as to become entirely unfit for use and occupancy by the Tenant in the operation of its business thereon, then either party shall have the option to cancel this lease by giving written notice of the election to do so to the other party within fifteen days after such damage or destruction. Upon the event of such option, this lease shall terminate and end fifteen days after the receipt of such written notice and the rental for the period between the date of such damage or destruction and termination of this lease shall abate. In the event of the termination of this lease during the last eighteen months of the term hereof as above specified, the proceeds, if any, from the insurance money carried by the Tenant upon the demised premises, by reason of such damage or destruction, shall be payable and be the sole property of the Landlord.

The Landlord covenants and agrees that prior to the commencement of the term of this lease the Landlord will at Landlord's own cost and expense keep the buildings and improvements now erected on the leased premises fully insured against loss, destruction or damage by fire or other

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