

8. PROCEEDINGS FOR COLLECTION OF RENT, ETC. - NOT TO AFFECT

RIGHT TO DECLARE LEASE TERMINATED: It is further agreed by and between the parties hereto, that the right given in this lease to the Lessor to collect the rent that may be due under the terms of this lease by any proceedings under the same, or the right to collect any additional rent, moneys or payments due under the terms of this lease by any proceedings under the same, or the right herein given the Lessor to enforce any of the terms and provisions of this lease, shall not in any way affect the right of such Lessor to declare this lease void, and the term hereby created, ended, as herein provided, when default is made in the payment of said rent or when default is made by the Lessee in any of the terms and provisions of this lease; and Lessor shall have the right also at his election to bring suit for and collect all rents, taxes, assessments, charges, liens, penalties and damages, in the event of any default hereunder, without voiding this lease.

9. NEW BUILDING: Within Five (5) years from the date hereof, the Lessee shall construct and fully complete on said premises a building adapted to mercantile, commercial or other legitimate business purposes and in keeping with the general character of business establishments in the immediate business district of the leased premises, such building to cost not less than Twenty Thousand (\$20,000.00) Dollars, and the front line thereof to be located not more than Thirty (30) feet from the property line of East North Street. Said building shall be constructed of good material, erected in good workmanlike manner and be ready for occupancy on or before Five (5) years from date hereof, free and clear of all liens of contractors, sub-contractors, mechanics, laborers, materialmen and other items of similar character.