# Page 14

# ARTICLE XXII.

## SURVEY:

Lessor, at its expense, shall immediately furnish to Lessee a plat of survey on tracing linen or vellum prepared by a registered land surveyor, showing thereon: Property line dimensions and angles; corner markers; locations of existing structures, utilities and obstructions; encroachments and easements; abutting streets, highways and alleys showing rights-of-way widths, widths of street, highway and sidewalk paving and street and highway names; locations of any restriction, set-back or building lines; elevations within leased area and at tops of curbs, street and highway center lines and along gutter lines; north arrow; legal description and plat book reference of leased area and easements; name of city, county and state in which leased area is located; surveyor's certification, address and signature.

#### ARTICLE XXIII.

## ASSIGNMENT OF RENTS:

Should Lessor assign the rents or other charges accruing to Lessor under this lease, it is agreed any such assignment shall be subject to the terms and conditions of this lease and that Lessee in accepting the same, does not assume, and shall not be charged with, the obligation of keeping an account of the status of the indebtedness for which such assignment may have been given to secure.

### ARTICLE XXIV.

# TITLE EXAMINATION:

Lessor shall furnish, at its expense, to Lessee for examination a complete Abstract of Title certified from title in the Government, prepared and issued by a financially responsible title abstract company, showing such title in said premises in Lessor as will authorize it to make and enter into this lease, and to collect and retain all rents and payments hereunder, free and clear of all claims and demands made by any person or parties, whatsoever. In the event Lessor shall neglect, refuse or be unable to furnish such Abstract of Title within sixty (60) days after the date hereof, Lessee shall have the option and privilege of cancelling and terminating this lease, upon notice to Lessor, at any time after said sixty-day period; or Lessee may at its option employ an attorney of its own choice to make and compile an abstract of title to the demised premises, or conduct a title search of the public records of the county in which the demised premises are situate for the purpose of obtaining a record of any conveyances and matters pertaining to or affecting the title of Lessor to said premises; and Lessor agrees in such event to reimburse Lessee for any expenses incurred by it in the compilation of such abstract of title or search of such public records. If at the time of such notice Lessee shall have entered into possession, Lessee shall be liable only