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property described in Exhibit "A" along with certain adjoining property (hereinafter referred to as the "C & S Mortgage"). Until such Note and Mortgage are paid and satisfied in full, or until the premises herein demised are fully released from such Mortgage:

- (1) Lessor shall (a) forward \$4,400, or more at its sole option, each month to C & S as payment upon such Note and Mortgage, and (b) at the same time forward to Lessee a copy of the check for payment and the transmittal, and (c) authorize Lessee, at any time, to request and receive verification from C & S of the balance outstanding on such Note and the fact of receipt of such monthly payments.
- (2) It at any time Lessor should fail to forward such \$4,400, or more, to C & S, then Lessee is authorized and directed to remit such \$4,400 from each month's installment directly to C & S, with the balance of \$1,475 to Lessor.
- (3) If at any time prior to such satisfaction or release C & S should declare such Note to be in default or make any other demand for payment or action by Lessor, then Lessee is authorized, but not required, to make such payment(s) to C & S or take such action(s) as C & S may request, and any payments so made and the cost of any actions so taken shall be deemed a prepayment of, and deductible from, the monthly payments next coming due hereunder, or upon the exercise of the Option described in Section 19, a prepayment of the exercise price itself to the extent that any such payment or cost does not, at the time of exercise, represent monthly rentals already earned and due under this Lease.
- 5. <u>USE AND QUIET ENJOYMENT</u>. The premises may be used by Lessee for any lawful purpose; provided, however, that such use shall not violate any permit or license with respect to the premises or constitute a public or private nuisance or waste. Lessor hereby covenants and agrees that if Lessee shall perform all of the covenants and agreements herein stipulated to be performed on Lessee's part including, but not limited to, the timely payment of all rent provided herein, Lessee shall at all times