

- 11 -

then and in any such event, the Lessors may, at their option, terminate and end this lease and the term hereby granted, and all rights and interest of the Lessee thereunder in the manner provided by Paragraph Numbered (n) of Section VIII of this agreement:

## IX.

The said Lessors hereby covenant and agree to and with the Lessee:

(1) That said Lessors are seized in fee simple and possessed of said premises, all and singular; and that the same, all and singular, are free and clear of liens, encumbrances, taxes and impositions, except current taxes, that Lessors will duly, punctually and fully pay each and every charge and expense which shall be incurred for labor and material used in the erection and construction of the said building to be erected and constructed on said premises by the Lessors, so that no mechanics, labor or material liens, and no liens of any character whatsoever, will arise, accrue or be filed against said premises, that Lessors will duly and punctually pay all and every tax and assessment which has been and which shall hereafter be levied and assessed against or on account of said leased premises and the building and improvements constructed thereon by the Lessors, and that the Lessee, complying with and abiding by this agreement, shall and may lawfully, peaceably and quietly have, hold, occupy, use and enjoy the said premises, all and singular, during the term aforesaid, without suit, let, trouble, hindrance or interruption of or by the said Lessors or any person lawfully claiming the same by, through or under it; but as an exception to each of the covenants aforesaid, in the event it shall prove that an adjoining neighbor shall hereafter encroach on or over any of the boundaries of said land, or that the City or other authority shall change any