

ARTICLE VIIMORTGAGES

Lessor agrees that in connection with existing mortgages on the Jervey-Jordan Building and the theatre building proper and the land upon which they are situated, the Lessor will cause the mortgagee or mortgagees to execute and deliver to Lessee a written agreement in recordable form, under which the mortgagee shall recognize and assent to the existence of this lease and the things therein mentioned which are to be done by Lessee, and agrees on behalf of themselves and their successors and assigns and any purchaser at any mortgage sale and any receiver placed in charge of the property under any such mortgage or mortgages that, so long as the Lessee fulfils its obligations in this lease, the Lessee and its successors and assigns shall not be disturbed in the possession of the leased property and the uninterrupted use and enjoyment thereof hereunder. It is expressly understood that the Lessor may renew existing mortgages and/or may obtain new loans in such amounts as he may desire and may secure the same by new mortgages covering said demised premises, such renewed or new mortgages to expressly recite that they are made subject to the terms of this lease.

ARTICLE VIII.

The Lessor covenants and agrees with the Lessee that he will not allow or permit any portion of the building of which the demised premises form a part, which may not be occupied by the Lessee, to be used as a restaurant or cafe, shoe repair shop, pool room, beer parlor or whiskey saloon; and that he will not lease any of said premises for such purposes; said proviso, however, is not intended to exclude the sale of light lunches by a tenant engaged in other lines of business, such lunches not to be cooked on the premises.