

14. EMINENT DOMAIN: If the whole of the leased property, or such portion thereof as will make the leased property unsuitable for the purposes herein leased, is condemned for any public use or purpose by any legally constituted authority, then in either of such events this lease shall cease from the time when possession is taken by such public authority and rental shall be accounted for between the Lessor and the Lessee as of the date of the surrender of possession. Such termination shall be without prejudice to the rights of either the Lessor or the Lessee to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither the Lessor nor the Lessee shall have any rights in or to any award made to the other by the condemning authority.

15. ENJOYMENT: The Lessee, upon the payment of the rent herein reserved and upon the performance of all of the terms of this lease, shall during the term of this lease, peaceably and quietly have and enjoy the demised premises.

IN WITNESS WHEREOF, this lease has been executed this date first above set forth.

WITNESS:

LESSOR:

*Delores K. Slagle*  
*John L. Sm*

*Arthur L. Dutton*  
Arthur L. Dutton

LESSEE:

*Delores K. Slagle*  
*John L. Sm*

*Eugene Weiss*  
Eugene Weiss

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