

1144-020

amount in excess of the amount held by the Trustee, to the right of the Trustee to withhold such payments until such time as it be made to appear to Trustee's satisfaction that any amount necessary to provide for such reconstruction or repair, according to the plan adopted in excess of the amount held by the Trustee has been provided for by the Lessee and its application to such purposes assured. Any amount remaining in the hands of the Trustee from such source after the restoration or reconstruction of any buildings as herein required shall, if there be at that time no default on the part of the Lessee in the performance of the covenants hereof, be paid to the Lessee.

In case of the Lessee's not entering upon the reconstruction or repair of any such building on PREMISES within a period of sixteen (16) months after such destruction or injury by fire and thereafter prosecuting the same with such dispatch as would be necessary, in case of the entire reconstruction of the building, to effect completion of the same within a period of three (3) years thereafter, subject, however, to delays resulting from unforeseen causes, then the amount so received by the Trustee or any balance remaining in its hands, as the case may be, shall be retained as security for the continued performance and observance by the Lessee of the covenants hereof. No part thereof shall be paid to the Lessee or for reconstruction except with the consent of the Lessor and after a restoration of the building or buildings, it being the option of the Lessor in the meantime to terminate this Lease of PREMISES on account of any such default and have transferred to her by the Trustee such amount then held by Trustee as liquidated damages resulting to Lessor from the failure of the Lessee to promptly and within a reasonable time complete such work of reconstruction or repair.

NINTH: MORTGAGEES OF LEASEHOLD MAY HAVE BENEFIT OF FUND. In case the Lessee or his assigns in interest shall, at any time, mortgage the leasehold estate for the purpose of securing the payment of any indebtedness by Lessee or them contracted, authorize the mortgagees therein named on Lessee's behalf or in Lessee's stead to enter upon the leased PREMISES and undertake or prosecute the reconstruction or repair of any building on the leased PREMISES damaged or destroyed by fire, and to have

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