

leasehold interest hereunder by way of mortgage or deed of trust, or other proper instrument in the nature thereof, as security for an actual bona fide debt incurred or to be incurred, or to impose upon any such mortgagee or trustee the liabilities of an assignee hereunder except as provided in Paragraph 22 hereof.

11. ERECTION OF NEW BUILDINGS: The Lessee may, if it so desires, erect upon the leased premises, or part thereof, any substantial structure or structures, or parts thereof, that the Lessee may deem advisable. Such structure or structures shall be constructed of good material and erected in a good workmanlike manner, free of liens or rights thereto (except mortgage liens to secure valid debts as herein provided) and of claims of contractors, mechanics, laborers, or materialmen. The Lessee shall not be liable for damages or otherwise in any way to the Lessor because of its failure to erect said structure or structures, or parts thereof, upon the leased premises, or part thereof, but if the Lessee on or before December 31, 1962, has not completed at least one of the following:

(a) All or a part of said structure or structures upon all or a part of the leased premises, or

(b) A part of an office building upon a part of another parcel of land fronting twenty (20') feet on said North Main Street and adjoining the leased premises as provided in a certain written lease of said other parcel of land between the Lessor and the Lessee herein for the identical term hereof and of even date herewith, or

(c) A part of a store or other building of substantial construction adapted to commercial and allied purposes upon a part of another parcel of land fronting sixty (60') feet on said North Main Street and adjoining the leased premises as provided in a certain written lease of said other

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