

thereby be and become liable to the Lessor for the performance of each and all the terms, provisions and conditions of this lease as fully and completely as is herein provided for an assignee of said lease.

23. TENANTS IN POSSESSION: This lease is made subject to the rights and leases of tenants already in possession of said premises and such rights and leases shall not under any circumstances or conditions be held as a violation of the Lessor's covenant hereinbefore contained as to peaceful and uninterrupted occupancy of said premises by the Lessee, and the Lessee hereby assumes all liability of the Lessor on account of such rights and leases of tenants now in possession of said premises, but until the Lessee shall make default under the terms of this lease, the Lessee shall be entitled to receive all rents, income and profits accruing or which would accrue to the Lessor under the terms of said leases to said occupying tenants. It is understood and agreed that the premises hereby leased are subject only to a lease expiring October 31, 1953.

24. EMINENT DOMAIN: In the event that the entire leased premises (or such portion thereof as shall render the remainder untenable within the contemplation of this lease) shall be taken under the power of eminent domain, either party upon notice at the time of such taking to the other party and to any others entitled to receive notices hereunder may terminate this lease effective on the date on which the Lessee is deprived of physical possession of said premises, and each party shall look to the taking authority for compensation for any and all damages, loss or injury that he or it may suffer as the result of such taking.

In the event that some part of the leased premises less than the portion thereof as shall entitle either party to termi-

P.B. p 29  
A.H.S.