

render the building and improvements unfit for use and occupancy for the purpose herein intended, the Lessor shall immediately, upon notice from the Lessee, repair or cause to be repaired said damage and restore said premises to its original condition, and a just and proportionate part of the rental shall be abated until the same has been completely restored; but if such damage is of a nature and so extensive as to render the building and premises unfit for use and occupancy, particularly for use as a truck terminal, yard and offices, either party to this lease may terminate the same by giving to the other party a written notice of their intention so to do not less than thirty (30) days prior to the date upon which such moving party proposes to terminate the same.

XV.

The Lessor covenants to and with the Lessee that it shall have the exclusive use, occupancy and possession of said premises during the term of this lease, free from the lawful claims of all persons; and said Lessor covenants that it has the right to execute this lease for the term hereinabove set out, and that it will warrant and defend the title to and the possession of the same for the term of this lease against the lawful claims of all persons whomsoever.

XVI.

It is, however, expressly understood and agreed that if any monthly installment of rent as herein called for shall remain overdue and unpaid for fifteen (15) days, the Lessor may, at its option, at any time during such default and after having given the Lessee written notice of its intentions so to do, declare this lease terminated and immediately take possession of said leased premises without prejudice to any other remedies provided by law.