good condition as they shall be upon the date of occupancy hereof, reasonable wear and tear and damage by fire or other casualty, and removal of partitions excluded.

3. That should the Lessee fail to pay the rent herein provided within one (1) month after the same shall become due, or in the event of the bankruptcy of the Lessee or should they be placed in the hands of a receiver, or make an assignment for the benefit of creditors, or fail and neglect to carry out any of the covenants and agreements herein set forth, the Lessor may, at her option, declare this Agreement terminated and take immediate possession of the premises leased herein, collecting all rents due and payable up to the time of taking possession.

As a part of the consideration for this Lease Agreement, the LESSOR HEREBY COVENANTS AND AGREES:

- 1. That she will pay all taxes and assessments levied against the premises during the life of the lease, and will be responsible for insuring, and keeping insured, her own interest in the premises.
- 2. That she will make any necessary repairs to the roof and exterior of the leased premises within a reasonable time after written notice from the Lessee.

## IT IS MUTUALLY COVENANTED AND AGREED:

1. That should the written within leased premises, or any substantial part thereof, be destroyed or so damaged by fire or other casualty to the extent that the same are unfit for occupation and use, the rent, or a fair and just proportion thereof, according to the nature and extent of the damage, shall be suspended and cease to be payable until the premises are restored and made fit for occupation and use. Should the premises be totally destroyed by fire or other casualty so as to be totally unfit for occupation and use, the Lessee shall have the right to terminate this Lease Agreement by giving written notice of such intention to the Lessor within ten (10) days from the date of destruction of the said premises.

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