

required by law, Lessor agreeing to cooperate by making such demands and personal appearances as may be required, and there shall be no abatement in the rent by reason of such holding over.

(2) Should the Lessee fail to pay any installment of rent within ninety days after the same shall become due, or fail to perform any of the covenants or agreements herein contained, the Lessor may at his option either declare the entire term immediately due and payable and proceed to collect the same, or may declare this lease terminated and take immediate possession of the premises, collecting the rent up to the retaking of the property.

(3) Should the building on said premises be destroyed or damaged by fire the Lessor hereby binds himself to promptly apply all proceeds up to \$20,000.00 received under policies insuring said building against fire to the restoration thereof in substantially its former conditions. If the building is destroyed or is damaged so as to render it unfit for occupancy, the rental herein provided, or a proportionate part thereof, shall be abated until said premises shall have been restored by the Lessor.

(4) In the event of the bankruptcy of the Lessee or should he be placed in the hands of a receiver or make an assignment for the benefit of creditors, the Lessor shall at his option declare this lease immediately terminated and may take possession of the premises.

(5) If any present tenant shall vacate his premises prior to January 1, 1945, Lessee may immediately enter said vacated premises under this lease and in consideration hereof the Lessee agrees to indemnify Lessor against any loss of rental under the present rent contract by reason of any such vacancy hereafter occurring.