

of any debtor relief proceedings under any present or future law whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Lessee makes an assignment for the benefit of creditors; or if the premises or Lessee's effects or interest therein should be levied upon or attached under process against the Lessee, not satisfied or dissolved with thirty (30) days therefrom; or if the Lessee shall fail to perform any of the covenants and agreements herein contained, the Lessor may in any one of such events: (a) Declare the fixed rent for the entire unexpired term immediately due and payable, and resort to any legal remedies at law or in equity for the enforcement of collection of the rent, or to recover damages for breach of said covenants, and may re-enter the premises as agent of the Lessee upon such terms as the Lessor shall consider reasonable and receive the rent therefrom, applying the same first to the payment of such expense as the Lessor may be put to in re-entering and re-leasing said premises, and then to the payment of the rent for the entire term of said lease, and said reentry shall not terminate this lease or be considered the acceptance by Lessor of the surrender of this lease, or (b) the Lessor may, at its option, terminate this lease and repossess the leased premises, either by force or otherwise without becoming liable civilly or criminally therefor, and thenceforth hold the same free from any rights of the Lessee to the use and occupancy of said premises; but the Lessor shall, nevertheless, have the right to recover from the Lessee any and all amounts which under the terms thereof may be then due and unpaid for the time said leased premises were actually used and occupied.

14. Lessee may if not in default hereunder, either prior to or at the expiration of this lease, remove all trade fixtures, furniture, and store equipment attached to or placed in or upon the building on the leased premises by the Lessee, whether attached to said building or not, provided such removal may be done without damage to the premises other than surface damage, and provided further that the Lessee shall repair any damage which may be done to the building on removal of said furniture, fixtures and equipment.

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