

the Lessee or any other person for any injury, loss, or damage to property or to any person on the premises.

14. That no assent, express or implied, by the Lessor to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of the same covenant.

III. And the said party of the first part covenants with the said party of the second part that the said party on paying the said yearly rent and performing quietly have, hold, and enjoy the demised premises during the term aforesaid.

IV. Provided always, and these presents are upon this condition, that if the Lessee or his representatives or assigns shall neglect or fail to perform and observe any covenant herein contained which on the Lessee's part is to be performed, or if his leasehold shall be taken on execution, or if the Lessee shall be declared bankrupt or insolvent according to law, or shall make an assignment for the benefit of his creditors, then in any such case the Lessor, or those having its estate in the Premises, lawfully may, immediately or at any time thereafter, and without notice or demand, enter into and upon the demised premises or any part thereof in the name of the whole, and repossess the same as of their former estate, and expel the Lessee and those claiming under him and remove their effects, forcibly if necessary, without being taken or deemed to be guilty of any manner of trespass, and thereupon this demise shall absolutely determine, but without prejudice to any remedies which might otherwise be used by the Lessor for arrears of rent or any breach of the Lessee's covenants herein contained:

V. Provided, also, that in case the demised premises or any part thereof shall at anytime during the said term be destroyed or damaged by fire or other unavoidable casualties as to be unfit for occupancy and use, and so that the premises cannot be rebuilt or restored by the Lessor within 30 days thereafter, then and in that case this demise shall determine; but if the premises can be rebuilt or restored within 30 days, the Lessor will at his own expense and with due diligence so rebuild or restore the premi-