at the beginning of said term; that Lessee or assigns shall have the right to assign the Lease and/or sublet the same or any part thereof, provided that in the event of any such assignment or subletting, Lessee shall remain liable for the payment of any rentals due; and that Lessee, its successors ro assigns, upon payment of the rent and the performance of its covenants herein contained shall and may peaceably and quietly have, hold and enjoy the said demised premises during the term thereof.

It is understood and agreed between Lessors and Lessee that in 'the event Lessors without fault do not have such title as aforesaid to the demised premises, this Lease shall, at the option of Lessee, be and become null and void without liability of Lessee to pay rent or perform any acts hereunder.

Lessors further covenant that they will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and papers as may be necessary for the better assuring unto Lessee, its successors and assigns, of the performance of all the covenants and agreements herein contained.

XI. In the event of any change in grade of any streets, alleys or highways abutting the demised premises, or the condemnation of the whole or any part of the demised premises which shall render the demised premises or such portion thereof as shall remain after such condemnation unsuitable for the purpose of a drive-in gasoline filling and service station, Lessee may, at its option, terminate this Lease in which event all liability on the part of Lessee shall cease upon payment of rent proportionately to the date of such termination. In the event only a part of the demised premises shall so be condemned and the remainder shall not be rendered unsuitable for the purpose of a drive-in gasoline filling and service station Lessee shall continue in possession of the remaining portion of the demised premises. In the event of any such condemnation proceeding, or other taking of the demised premises or any part thereof, Lessee