

in accordance with the extent of damage until the building is restored. If the building on the demised premises is so damaged by fire or other casualty as to be substantially unfit for the use and occupancy of the Lessee, either the Lessor or the Lessee may cancel this lease by giving written notice to the other within sixty (60) days after the happening of such damage, but if the Lessor does not elect to cancel this lease, the Lessor, at its own expense, shall proceed with due diligence to restore the building to the same condition as existed before such damage, and the rent shall abate until such restoration.

12. If the Lessee fails to pay any installment of rent or fails to correct any other breach of this lease within thirty (30) days after written notice thereof; or if he goes into bankruptcy or receivership, voluntary or involuntary; or if his property on the demised premises be levied upon or attached under legal process, not satisfied within thirty (30) days therefrom, the Lessor may in any one of such events:

(a) declare the rent for the unexpired term immediately due and payable, and resort to any remedies at law or in equity for collection of rent or recovery of damages for breach of this lease, and may re-enter the premises as agent of the Lessee and rent the premises to a new tenant upon such terms as the Lessor considers reasonable and receive the rent therefrom, applying it first to the payment of such costs and expenses the Lessor may be put because of such re-entering and re-leasing of the demised premises, and then next to the payment of the rent for said demised premises for the entire term of this lease, the re-entry not terminating the lease or considered the acceptance